

**Commissioners Court -October 4, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **4th day of October, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag

ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	3-4	Adopt a Proclamation for the Hays County Food Bank recognizing October as Turkeys Tackling Hunger month. CONLEY
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PUBLIC COMMENTS

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

CONSENT ITEMS

The following may be acted upon in one motion.

A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

2	5	Approve payments of county invoices. HERZOG
3	6-11	Approve Commissioners Court Minutes of September 27, 2011. COBB/GONZALEZ
4	12-13	Approve re-appointment of Scott Brown to the ESD #7 board. CONLEY
5	14	Approve correction of a deputy slot position that was approved for hire on September 20, 2011 from slot 12 to slot 55. INGALSBE
6	15-18	Accept a \$200 donation to the Sheriff's Office Community Outreach Program and amend the budget accordingly. COBB/CUTLER
7	19-20	Authorize County Judge to execute renewal of the Agreement for Alternative Dispute Resolution Services (DRC). INGALSBE
8	21-23	Approve Utility Permits. COBB
9	24-26	Authorize Institutional OSSF Permit at 1601 Bell Springs Road, Dripping Springs, Texas in Precinct 4. WHISENANT/GARZA

ACTION ITEMS

ROADS

10	27	Call for a Public Hearing on October 18, 2011 to establish traffic regulations (3-way stop) at the intersection of Goforth and Bebee Road. INGALSBE
11	28-30	Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the construction bond for Highpointe subdivision, Phase 4, Section 2. WHISENANT/BORCHERDING
12	31-35	Discussion and possible action to accept the bond for fiscal surety for the re-vegetation of the street and drainage improvements in Highpointe subdivision, Phase 4, Section 2. WHISENANT/BORCHERDING

SUBDIVISIONS

13	36-38	11-2-5 Sunrise Acres Replat of Lots 20 & 21 (3 lots). Discussion and possible action to approve preliminary plan; call for public hearing November 1, 2011. JONES/BOTKIN
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MISCELLANEOUS

14	39-42	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). COBB/BAEN
15	43-51	Discussion and possible action to authorize the County Judge or designee to execute FY2012 Work Authorizations No. 23, 24, 25, 26, 27, 28 & 29 under the Program Management Services contract for the Pass-Through Program with Prime Strategies, Inc. COBB
16	52-121	Discussion and possible action to award the bid for Wayfinding and Signage to Lewis Signs of Buda, Texas and authorize the Building Committee and Broadus to negotiate a contract. INGALSBE
17	122-123	Discussion and possible action to hire a temporary Registered Nurse for the Well Child Clinic in the Personal Health Department. INGALSBE
18	124-148	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and RVi Planning and Landscape Architecture, related to Master Plan consulting on the Jacob's Well Project. CONLEY/HAUFF
19	149-172	Discussion with staff regarding proposed changes to the Hays County Rules for On-Site Sewage Facilities. CONLEY/GARZA
20	173-175	Discussion and possible action to approve double filling the position of Justice Clerk 70%, of Justice of the Peace, Precinct 4 for 1 month. WHISENANT/KYLE

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 ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

21	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
22	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
23	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
24	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 30th day of September, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Proclamation for the Hays County Food Bank recognizing October as Turkey's Tackling Hunger month.

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

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

See attached proclamation



**Proclamation Declaring the Month of October as
Hays County "Turkeys Tackling Hunger" Month**

WHEREAS, the Hays County Food Bank represents a county-wide effort to feed hungry people that depends upon the generous support of communities throughout the county; and

WHEREAS, in 2010 the Food Bank provided Thanksgiving meals to more than 8,800 needy families throughout Hays County; and

WHEREAS, the Hays County Food Bank has begun an effort to raise enough support to assist 2,500 families this Thanksgiving by coordinating a campaign called *Turkeys Tackling Hunger* whereby citizens can sponsor a family for Thanksgiving for \$20 from October 1 through November 30, in cooperation with citizens and organizations throughout Hays County, and

WHEREAS, the Hays County Commissioners' Court wishes to demonstrate our support for the important work accomplished throughout the year by the Hays County Food Bank in reaching out to families and individuals in most need in our county;

NOW, THEREFORE, the Hays County Commissioners' Court, does hereby proclaim the month of October as

TURKEYS TACKLING HUNGER MONTH

and call upon the people of Hays County to support and participate in this worthwhile project by helping feed our vulnerable and less fortunate neighbors.

PROCLAIMED THIS THE 4th DAY OF OCTOBER, 2011

Bert Cobb, M.D.
Hays County Judge

Debbie Gonzales Ingalsbe, Precinct 1

Mark Jones, Precinct 2

Will Conley, Precinct 3

Ray Whisenant, Precinct 4

Attest:

Liz Gonzalez, County Clerk

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Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 10/4/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

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: APPROVE COMMISSIONER COURT MINUTES OF SEPTEMBER 27, 2011.

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



SEPTEMBER 27, 2011

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH DAY OF SEPTEMBER A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor John McComb with San Marcos Community Church gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Lucy Johnson City of Kyle Mayor made public comments.

28455 ADOPT A PROCLAMATION DECLARING OCTOBER 4, 2011 AS NATIONAL NIGHT OUT IN HAYS COUNTY

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring October 4, 2011 as National Night Out in Hays County. All voting "Aye". MOTION PASSED

PRESENTATION OF A BUS FROM TRAVIS COUNTY'S SHERIFF'S OFFICE TO HAYS COUNTY

The bus is a 1991, DT 466 (International) Diesel Turbo with the mileage of 74,152. The bus is equip with 24 seats, can hold up to 48 inmates, 1 driver seat and 2 officer seats, 2 inside cameras, 2 shotgun racks, storage for inmate property, and 3 AC units. Hays County purchased the bus from Travis County for \$1,500.

28456 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve payments of County Invoices in the amount of \$312,311.84 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28457 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 20, 2011

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of September 20, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28458 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RESOLUTION CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO THE COMBINED COMMUNITY ACTION FOR \$13,000 IN FISCAL YEAR 2012 TO PROVIDE HOME DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY THAT ARE ELDERLY OR HAVE A DISABILITY

Amount required \$13,000 (001-895-98-323.5800 already budgeted for FY2012). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a resolution certifying that the County has made a grant to the Combined Community Action for \$13,000 in fiscal year 2012 to provide home delivered meals to homebound persons in the County that are elderly or have a disability. All voting "Aye". MOTION PASSED



- 28459 ACCEPT AND RECORD DONATED LAND FOR JACOBS WELL, IN-KIND IMMUNIZATIONS FROM THE DEPARTMENT OF STATE HEALTH SERVICES, ADDITIONAL GRANT FUNDS FROM THE TASK FORCE ON INDIGENT DEFENSE, GRANT FUNDS FROM THE ORGANIZED CRIME DRUG ENFORCEMENT GRANT, DONATIONS FOR THE HISTORICAL JAIL RESTORATION PROJECT, AND APPROVE VARIOUS BUDGET AMENDMENTS IN PREPARATION FOR THE COUNTY'S FY 2011 YEAR END PROCESS**

Donations for Historical Jail Restoration project total of \$2,710, Grant funds from the Organized Crime Drug Enforcement grant total of \$2,697, additional grant funds from the Task Force on Indigent Defense total of \$12,423, in-kind Immunization supplies from DSHS total of \$438,449, and donated property from WVWA for Jacobs Well project total is \$ 2,260,309. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to accept and record donated land for Jacobs Well, In-kind Immunizations from the Department of State Health Services, Additional grant funds from the Task Force on Indigent Defense, Grant funds from the Organized Crime Drug Enforcement grant, Donations for the Historical Jail Restoration project, and approve various budget amendments in preparation for the County's FY 2011 year end process. All voting "Aye". MOTION PASSED

- 28460 APPROVE OUT OF STATE TRAVEL FOR JEFF TURNER, EMERGENCY MANAGEMENT COORDINATOR, TO ATTEND A HOMELAND SECURITY TRAINING EXERCISE: URBAN SHIELD 2011, IN ALAMEDA COUNTY CALIFORNIA, OCTOBER 14TH - 18TH, 2011**

The Urban Shield 2011 exercise is designed to strengthen each agency's preparedness to respond to threats and domestic terrorist attacks, major disasters, and other emergencies. This year exercise will incorporate Law Enforcement, Fire EMS, and Explosive Ordinance Disposal (EOD) teams geared toward developing mechanisms for improved delivery of service. Hays County agencies will come together in late 2012 to participate in a similar exercise within the Central Texas Region. Hays County will be hosting a full scale exercise as part of Urban Shield Texas 2012. Attendance will improve the overall vision and capabilities to plan and develop Hays County's participation in this acclaimed event. Amount required \$1247.00 (includes airfare, room, per diem) 001-656-00.5551 Continuing Education. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Out of State Travel for Jeff Turner, Emergency Management Coordinator, to attend a Homeland Security Training Exercise: Urban Shield 2011, in Alameda County California, October 14th - 18th, 2011. All voting "Aye". MOTION PASSED

- 28461 APPROVE OUT OF STATE TRAVEL FOR CHUCK CHAPMAN, EMERGENCY PREPAREDNESS COORDINATOR FOR THE PERSONAL HEALTH DEPARTMENT. TRAVEL IS TO ATTEND URBAN SHIELD, HOMELAND SECURITY TRAINING EXERCISE IN ALAMEDA COUNTY, CALIFORNIA, OCTOBER 14, 15, 16 AND 17, 2011**

The Urban Shield 2011 exercise, conducted in affiliation with the San Francisco/ Bay Area UASI, is designed to strengthen each agency's preparedness to respond to threats of foreign or domestic terror attack, major disaster, and other emergencies. This year's exercise will incorporate law enforcement, fire, EMS, EOD, and other public agency teams, geared toward developing mechanisms for improved delivery of response. Hays County agencies will come together in late 212 to participate in a similar exercise with the CAPCOG region. Hays County will host a full scale exercise as part of the Urban Shield Texas 2012. Attendance at the Alameda exercise will provide our participation to this acclaimed event. Amount required \$533.44(room and per-diem) 120-675-99-058.5501. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Out of State Travel for Chuck Chapman, Emergency Preparedness Coordinator for the Personal Health Department. Travel is to attend Urban Shield, Homeland Security Training Exercise in Alameda County, California, October 14, 15, 16 and 17, 2011. All voting "Aye". MOTION PASSED

- 28462 CALL FOR A PUBLIC HEARING ON NOVEMBER 1, 2011, TO CONSIDER 1) THE PROPOSED IMPROVEMENTS TO MYSTIC CREEK DRIVE AND MYSTIC OVERLOOK IN HAYS COUNTY TO BRING THE ROADWAYS UP HAYS COUNTY ROAD STANDARDS, AND 2) THE ASSESSMENT OF ALL OR PART OF THE COSTS OF THE IMPROVEMENT, PRO RATA, AGAINST THE RECORD OWNERS OF THE REAL PROPERTY ON MYSTIC CREEK DRIVE AND MYSTIC OVERLOOK**

Mystic Creek Drive and Mystic Overlook is located within the Mystic Creek Subdivision in Hays County and has approximately 26 property owners. It is estimated by our Road Department that the cost to bring these roads up to county standards is approximately \$192,000. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to call for a public hearing on November 1, 2011, to consider 1) the proposed improvements to Mystic Creek Drive and Mystic Overlook in Hays County to bring the roadways up Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, pro rata, against the record owners of the real property on Mystic Creek Drive and Mystic Overlook. All voting "Aye". MOTION PASSED



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28463 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Captain Mark Cumberland of the Sheriff's Office spoke of transfers to from patrol deputies to the new Government Center. The Sheriff's Office is asking to fill the following positions: Deputy, Slot 80GC, grade 250, salary range 42,719, date vacant 10/01/2011 – Deputy, Slot 85GC, grade 250, salary range 42,719, never been filled – Deputy, Slot 86GC, grade 250, salary range 42,719, never been filled – Corrections Officer, slot 43GC, grade 210, salary range 31879, date vacant 10/01/2011 – Corrections Officer, slot 90, grade 210, salary range 32,196, date vacant 10/01/2011 – Deputy, Slot 63, grade 250, salary range 42,719, date vacant 07/01/2011 – Deputy, Slot 27, grade 250, salary range 42,719, date vacant 07/01/2011 – Deputy, Slot 23, grade 250, salary range 42,719, date vacant 10/02/2011 – Deputy, Slot 30, grade 30, salary range 42,719, date vacant 09/19/2011 – Deputy, Slot 15, grade 250, salary range 42,719, date vacant 09/19/2011 – Deputy, Slot 22, grade 250, salary range 42,719, date vacant 07/01/2011 – Corrections Officer, slot 7, grade 210, salary range 33918, date vacant 10/06/2011 – ECO, Slot 20, grade 109, salary range 29,204, never been filled – ECO, Slot 17, grade 109, salary range 29,204, date vacant 06/30/2011 – ECO, Slot 10, grade 109, salary range 29,204, date vacant 11/14/2010. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to fill vacant positions in the Hays County Sheriff's Office. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #11 RE: AUTHORIZE THE COUNTY JUDGE OR DESIGNEE TO EXECUTE SUPPLEMENTAL CONTRACTS FOR THE PROGRAM MANAGEMENT SERVICES TO WORK AUTHORIZATIONS NO. 16, 17, 18, 19, 20, 21, & 22 WITH PRIME STRATEGIES, INC – was pulled

Clerk's Note Agenda Item #12 RE: AUTHORIZE THE COUNTY JUDGE OR DESIGNEE TO EXECUTE FY2012 WORK AUTHORIZATIONS NO. 23, 24, 25, 26, 27, 28 & 29 UNDER THE PROGRAM MANAGEMENT SERVICES CONTRACT FOR THE PASS-THROUGH PROGRAM WITH PRIME STRATEGIES, INC – was pulled

28464 AUTHORIZE THE HAYS COUNTY COMMISSIONERS COURT TO EXECUTE A RESOLUTION OF SUPPORT FOR REMOVAL OF STATE HIGHWAY 45 BETWEEN LOOP 1 AND FARM-TO-MARKET ROAD 1626 AND CONSTRUCTION OF A COUNTY ROAD BETWEEN LOOP 1 AND FARM-TO-MARKET ROAD 1626

Gerald Daugherty – Austin resident, Pam Baggett – Austin resident, Janice Culp – Austin resident, Warren Kettman – Buda resident, John McNabb – Austin resident, Howard Falkenberg – Austin resident, Don Inbody – Buda resident, Melissa Frensley – Buda resident, John Fowler – Austin resident, Brad Hagen – Buda resident made public comments. The Hays County resolution of support for removal of State Highway 45 between Loop 1 and Farm-to-Market Road 1626 and Construction of a 2-3 lane County Road between Loop1 and Farm-to-Market Road 1626. A motion was made by Commissioner Jones, seconded by Commissioner Conley to authorize the Hays County Commissioners Court to execute a Resolution of Support for Removal of State Highway 45 between Loop 1 and Farm-to-Market Road 1626 and Construction of a County Road between Loop 1 and Farm-to-Market Road 1626 and requesting a response from Travis County within 60-days. All voting "Aye". MOTION PASSED

AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTER-LOCAL AGREEMENT WITH THE CITY OF KYLE FOR CONSTRUCTION OF DACY LANE PHASE I ADJACENT TO SETON HOSPITAL

Discussion but no action taken.

DISCUSSION AND POSSIBLE RESOLUTION REGARDING A COUNTYWIDE POLICY FOR PROJECTS PERFORMED UNDER CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE

Chapter 253 of the Texas Transportation Code allows Commissioners Court to determine whether improvements to a road are necessary for the public health, safety and/or welfare of the residents of the county. Upon this determination, Commissioners Court may purpose to (1) improve the road to comply with county standards for roads; and (2) assess all or part of the costs of the improvements pro rata against the record owners of the real property of the subdivision. A countywide policy would set the parameters for what percentage of materials, labor and/or equipment property owners would reimburse the county for bringing their road up to standard. In our current Ch. 253 project, the county will be reimbursed 50% of the total project cost. Court did not take any action.



28465 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH THE CITY OF UHLAND REGARDING SUBDIVISION AND DEVELOPMENT REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF UHLAND, PURSUANT TO HB1445 (2001)

The City of Uhlend and Hays County have never executed a 1455/interlocal agreement for plat approvals in the ETJ. The City has approved agreement which will get both entities in compliance with state law. This interlocal agreement will streamline the platting process by utilizing Hays County as the "one-stop" shop for plat review and approvals. Development Services staff will still coordinate with the City and require compliance with regulations identified by the City at the time of review. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an agreement with the City of Uhlend regarding subdivision and development regulation in the extraterritorial jurisdiction of Uhlend, pursuant to HB1445 (2001). All voting "Aye". MOTION PASSED

28466 APPOINT THE CITIZEN COMMITTEE FOR THE HAYS COUNTY TRANSPORTATION PLAN

Each Commissioner will make their respective appointments to the County's transportation plan. There we be a 15 member board. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to appoint the citizen committee for the Hays County Transportation Plan and instruct Jerry Borchering and our consultants to begin a process to contact these citizens and start to organize the kick off of the Hays County Transportation plan. Judge Cobb is appointing Winton Porterfield, Dwain Lee York and one to be determined. Commissioner Ingalsbe is appointing Susan Narvaiz, Diane Hervol, and David Salazar. Commissioner Jones is appointing Joe Hernandez, Brad Hagen and Daniel Heideman. Commissioner Conley is appointing Glen Straube, Michael Moeller and Jeffrey Jewett. Commissioner Whisenant is appointing Ben Sorrell, Roy O'Dell and one to be determined. All voting "Aye". MOTION PASSED

28467 AUTHORIZE THE COUNTY JUDGE TO APPROVE EXPENSES INCURRED FOR THE EMERGENCY OPERATION OF THE COUNTY'S CALL CENTER

The County Auditor is receiving request for reimbursement for expenses relating to the operation of the Call Center. At this point it is less than \$700.00. There may be other invoices that the County is not aware of. It would be more efficient to all the County Judge to determine what expenses should be reimbursed. I would recommend that the county pay for the expenses out of contingencies 001-645-00.5399. No amount has been determined. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to approve expenses incurred for the emergency operation of the County's Call Center and authorize the County Judge to approve any additional costs incurred. All voting "Aye". MOTION PASSED

28468 RECEIVE APPOINTEES FOR JACOB'S WELL NATURAL AREA STAKEHOLDERS GROUP

On September 6, 2011 Commissioners Court voted to approve the formation of the Jacob's Well Natural Area Stakeholders Group to provide input and feedback on the planning and development of the project area. Each Commissioners Court member will announce who they have appointed to sit on the board. Judge Cobb will appoint Winton Porterfield. Commissioner Ingalsbe will appoint Naomi Narvaiz. Commissioner Jones will bring back appointment. Commissioner Conley will appoint Sara Dishman. Commissioner Whisenant will bring back appointment. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to move and improve the formation of the Jacob's Well Natural Area Stakeholders Group to provide input and feedback on planning and development of the project area. The Jacob's Well Natural Area Stakeholders Group which is a 15-member board which is made up of 5 appointees from the court 1 from each member of the court, 1 from the City of Wimberley, 1 from the City of Woodcreek, 2 from the Wimberley Valley Watershed Association, 2 from the Trinity District, 1 from the Northwood Creek which will be Commissioner Conley Pct 3, Parks, Advisory Committee who appoint Gary Amen, Natural Conversancy will send a representative in TSU. All voting "Aye". MOTION PASSED

28469 CREATION OF A REGIONAL WATER AND WASTEWATER AGENCY VIA COLLABORATION WITH GOVERNMENTAL AND QUASI-GOVERNMENTAL ENTITIES IN HAYS AND TRAVIS COUNTIES

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones for the Hays County Commissioners Court to post notice of its propose intention to consider a resolution to participate in the west Travis County Public Utility Agency. All voting "Aye". MOTION PASSED



SEPTEMBER 27, 2011

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CHANGE EXISTING JUSTICE OF THE PEACE PRECINCT 4, JUSTICE CLERK FROM A PART TIME TO A FULL TIME POSITION

Justice of the Peace Terry Kyle would like to change existing 70% position to a full time 40 hour position. A full time position at entry level requested \$39,269.40 a present part time 70% cost \$ 25,743.54 additional funds required is \$13,525.86. This request is being made due to the fact the current clerk is retiring. A motion was made by Commissioner Whisenant to change existing Justice of the Peace Precinct 4, Justice Clerk from a part time to a full time position with the money to come out of contingencies and amend the budget accordingly. Motion Died for lack of second. **MOTION FAILED**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO HAYS COUNTY PRECINCT 2 BUILDING

Court convened into closed executive session at 11:58 am and reconvened into open meeting at 12:12 pm. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy. No action taken.

NO ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

At this time the burn ban will remain in effect. The Judge asked the citizens of Hays County to be aware of their surroundings and Hays County has been declared the number one county in Texas at risk for burning.

Clerk's Note Agenda item #24 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT – **was pulled**

Clerk's Note Agenda item #25 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 #26 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE – **was pulled**

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adjourn court.

I, LIZ Q. GONZALEZ, 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 September 27, 2011.



LIZ Q. GONZALEZ, 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

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no later than 12:00 noon on WEDNESDAY.

Phone (512) 393-7330 Fax (512) 393-7337

AGENDA ITEM: Approve re-appointment of Scott Brown to the ESD #7 board.

Consent, Action, Executive Session, Etc. –

MEETING DATE REQUESTED: October 4, 2011

REQUESTED BY: Will Conley

FUNDS REQUIRED:

SUMMARY:

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED:

Resume for Scott Brown
680 Saddleridge
Wimberley, Texas 78676
Phone: 847-2766

Educational History:

Bachelors of Science, Ocean Engineering 1980, Texas A&M University

Master of Business and Public Administration 1983, Rice University

Work history:

Budget Director, Daniel Industries 1983 - 1992

Senior Consultant, Sanders Quality Consulting 1992 - 1998

Treasurer, Raging Dog LLC 1998 - 2002

Treasurer, Anvil Communications 2002 - 2005

Public service history:

Assistant Treasurer and Treasurer for ESD #7 2003 - 2005

Treasurer Wimberley Lions Club 2004 - current

Treasurer Wimberley Chamber of Commerce 2006 - current

Agenda Item Request Form

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

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

AGENDA ITEM: Approve correction of a deputy slot position that was approved for hire on September 20, 2011 from slot 12 to slot 55.

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Human Resources

SPONSORED BY: Ingalsbe

SUMMARY:

Deputy slot 12 was approved September 20, 2011 which was incorrect. The slot that should have been approved is Deputy slot 55

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept a \$200 donation to the Sheriff's Office Community Outreach Program.

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

PREFERRED MEETING DATE REQUESTED: 10/4/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, MD

SUMMARY:

The Sheriff's Office received a donation in the amount of \$200.00 from the Trattoria Lisina, LLC and request to deposit into line item 052-618-00.5222.

DESCRIPTION OF Item: Accept a \$200 donation to the Sheriff's Office Community Outreach Program.

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: \$200 donation

LINE ITEM NUMBER: 052-618-00.5222

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Will require a budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

TRATTORIA LISINA, LLC
BUSINESS OFFICE
1016 MOPAC CIRCLE, SUITE 201
AUSTIN, TX 78746

REGIONS BANK
AUSTIN, TEXAS 78701
88-78/1119

2249

9/21/2011

PAY TO THE ORDER OF: Hays County Sheriff

\$ **200.00

Two Hundred and 00/100*****

DOLLARS

Hays County Sheriff
1307 Uhland Road
San Marcos, Texas 78666

MEMO

Niamin Marshall
AUTHORIZED SIGNATURE

Details on Back
Security Features Included

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECT

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Sheriff Special Projects (618):</u>				
052-618-00.5222 Crime Prevention	6,000	200		6,200
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
<u>052-618-00.4610 Contributions</u>	0		200	200
Accept & budget donation to Sheriff				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize County Judge to execute renewal of the Agreement for Alternative Dispute Resolution Services (DRC).

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: 15k

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-895-98-381.5800

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: The contract expired on September 30, 2011 and will renew for a term of one (1) year.

DESCRIPTION OF Item: Authorize County Judge to execute renewal of the Agreement for Alternative Dispute Resolution Services (DRC).

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: \$15k

LINE ITEM NUMBER: 001-895-98-381.5800

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve Utility Permits.

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

PREFERRED MEETING DATE REQUESTED: 10/4/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: COBB

Permit	Road Name	Type of Utility
837	Cross Creek Dr.	Waterline

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 837

Application Date: 09/09/2011

Commissioner Court Approval Date: 10/04/2011

Company Name: LCRA

**Company Address: 12215 Bee Caves Road
Austin TX, 78738**

Company Phone: 512-473-3200

Company Contact: Kevin Reed

Type of Utility: Waterline

Road Name: Cross Creek Drive

Subdivision: Bear Creek Pct #: 4

Specs: Bore road and install a 1 inch waterline service. Backfill and cap with concrete

County Provisions: Bore and case; traffic control



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385
512-393-7393 fax

Application for Installation

Utility Line on Hays County Right of Way

Date: 9-9-11

Formal notice is hereby given that Lower Colorado River Authority
Company proposes to place a Residential water service
line within the right-of way of 15001 CROSSCREEK DRIVE
as follows: (give location, length, general design, etc.)

BORE Road and install a 1 inch water service line. Backfill
and cap with concrete.

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 14th day of September, 2011.

General Special Provisions:

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

Firm LCRA

Title Area Supv.

By (Print) Kevin Reed

Address 12215 Bee Caves Rd

Signature Kevin Reed

Austin TX 78738

Phone 512-473-3200

Approved by Hays County Road & Bridge Department

Signature

Inspector
Title

9/27/11
Date

June 26, 2004

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:

Action to Authorize Institutional OSSF Permit at 1601 Bell Springs Road, Dripping Springs, TX in Precinct 4.

CIRCLE ONE ACTION ITEM

Subdivision

Road

Staff Recommendation

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: David and Jennifer Young are planning an on-site sewage facility to serve a therapeutic riding camp/arena. This on-site sewage facility is designed for 240 gallons per day. The property is 20.515 acres in size.

A 500 gallon equalization tank followed by a standard septic tank and drainfield is proposed. A wastewater meter will be installed so that the system can be monitored.

The property is served by a public water supply.

The site specification and tank profile sheets are attached.

STAFF REVIEW/COMMENTS

Development Services Director: Recommend approval.

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

SITE PROFILE

Page 1
9/23/2011

OSSF Permit #: 2011-439

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit
☒ Flood Plain permit

PROPERTY ADDRESS: 1601 BELL SPRINGS ROAD, DRIPPING SPRINGS TX 78620

NAME OF OWNER: DAVID D & JENNIFER R YOUNG

MAILING ADDRESS: 1601 BELL SPRINGS ROAD DRIPPING SPRINGS TX 78620

Work Phone: (512) 924-2985

Cell: (512) 924-2985

6-16-1973 10724598

Home Phone: (512) 924-2985

Fax:

☒ Commercial

Septic Type: Stretch/Storage Reason: New 416 Sq Ft 0
Purchased: 9/16/2011 Revision: License Date: Field: 0
throoms: 2 Plans: Final Inspection: Printed: 0 0 0 0

Authorization:

Approved By:

Installed:

Other Information: ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☐ Well

☒ Water saving fixtures

☒ Public Water

☐ Recharge zone

☒ Meter / Timer Required

WaterSupply Company: Monarch Utilities

HAYS COUNTY

Record Set:

Volume:

Page:

Precinct/Zone: 4

Lot/Tract: 2

Block:

Lot size: 20.515

Grid/Section:

Affidavit File Date:

Survey:

Subdivision: RIVER OAKS RANCH PH 3

Reference: R39913

Evaluator's Information: Site Evaluator: PERRY, DON Type of soil: 3 Soil Date: 8/15/2011 240 GPD

System Information:

Manufacturer:

Distributor:

Designer: PERRY, DON

Installer: COFFMAN, CHRIS

Treatment Type: Septic

Disinfectant:

Flood Plain Permit:

Disposal: Leaching Chamber

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status: Class A

System:

Brand / Model

Serial Number

Date

Aerator:

Flood Plain Date:

Flood Plain Certificate:

Flood Plain Complete:

Discharge:

Expiration Date:

Service and Maintenance Information

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

Tanks

Page 1
9/23/2011

Permit: 2011-439

Site: 1601 BELL SPRINGS ROAD DRIPPING SPRINGS

Owner: DAVID D & JENNIFER R YOUNG

Equalizing	Construction: Concrete Capacity: 500 Depth: Compartments: 0	Date Installed: Manufacturer: Cover: Days Between: 0 Last Pumped:	Baffles: <input type="checkbox"/> Filter Years Between: 0.0
Tank Latitude:	Tank Longitude:		
Comments:			

Two Compartment	Construction: Concrete Capacity: 750 Depth: Compartments: 0	Date Installed: Manufacturer: Cover: Days Between: 0 Last Pumped:	Baffles: <input checked="" type="checkbox"/> Filter Years Between: 0.0
Tank Latitude:	Tank Longitude:		
Comments:			

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a Public Hearing on October 18, 2011 to establish traffic regulations (3-way stop) at the intersection of Goforth and Bebee Road.

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the construction bond for HighPointe subdivision, Phase 4, Section 2.

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY: Staff recommends acceptance of the construction of roads and drainage improvements within Phase 4, Section 2. The RPTP Department has inspected and approved the improvements.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

9/27/11

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

Subject: HighPointe Phase 4 Section 2

Dear Commissioners and Judge:

BHM HighPointe, Ltd is requesting that Hays County release the construction bond. HighPointe Phase 4 Section 2 is a private subdivision and is not seeking inclusion in the county maintenance system. Charles R. Brigance, Jr., P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

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

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

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

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

INSPECTION REPORT

LOCATION:	HighPointe Phase 4 Section 2	DATE:	8/19/2011
OWNER:		WEATHER:	
CONTRACTOR:		TIME:	
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:**HighPointe Phase 4 Section 2
Punchlist**

1. Intersection to have positive drainage
2. Asbuilt plans from design Engineer
3. Concurrence letter from design Engineer

8/19/2011

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 accept the bond for fiscal surety for the re-vegetation of the street and drainage improvements in Highpointe subdivision, Phase 4, Section 2.

Consent, Action, Executive Session, Etc. –

MEETING DATE REQUESTED: October 4, 2011

REQUESTED BY: Commissioner Ray Whisenant / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Highpointe subdivision has issued a revegetation bond for \$11,936.00 The Road Department has inspected and recommends acceptance.

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED:

CERTIFICATE OF COMPLETION

PROJECT: HighPointe Phase 4 Section 2

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

Owner's Name and Address

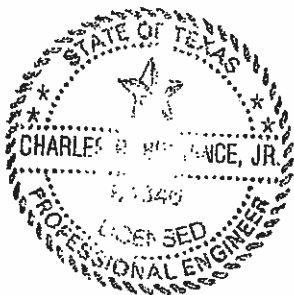
Consultant Engineer's Name
and Address

BHM HighPointe, Ltd
c/o Tim Sawtelle, Jay A. Hanna Co
on behalf of Hays Co M.U.D. No. 5
1011 N. Lamar
Austin, Texas 78703

Carlson, Brigance & Doering, Inc.
5501 West William Cannon Dr
Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-City construction progress reports, logs, shop drawings as prepared by CMA Engineering, Mr. Felix Manka, P.E. and specifications as prepared by Carlson, Brigance & Doering, Inc., and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I certify the project is 95% complete. I, therefore, recommend acceptance of this project upon satisfactory correction of the following items:

Revegetation (Revegetation Bond required due to drought conditions)



Seal

Charles R. Brigance, Jr., P.E.

8/22/11

Date

64346

Texas Registration Number



High Country Inspections, LLC

5501 West William Cannon* Austin, Texas 78749 * 512.280-5160 * Fax 512.280-5165

August 25, 2011

Mr. Todd Spencer
Hays County
2171 Yarrington Road
San Marcos, Texas 78666

RE: HIGHPOINTE PHASE 4 SECTION 2
REVEGETATION BOND

Mr. Spencer:

Listed below are quantities and costs for the Revegetation Bond required by the lingering drought conditions in Central Texas,

Revegetation of all R.O.W. (Parkways)	6,566 SY	@	\$1.00 =	\$6,566.00
4' Flat Bottom Channel	1,203 SY	@	\$1.00 =	\$1,203.00
2' Flat Bottom Channel	217 SY	@	\$1.00 =	\$217.00
4' Flat Bottom Channel Grade To Drain	200 SY	@	\$1.00 =	\$200.00
Diversion Berm	2,000 SY	@	\$1.00 =	\$2,000.00
Temporary Haul Road To Site	1,750 SY	@	\$1.00 =	<u>\$1,750.00</u>
				\$11,936.00

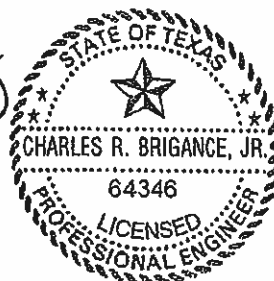
Should you have any questions, please give me or Danny Doering a call at 280-5160.

Thank you,

Charles R. Brigance, P.E.
President

cgo

cc: BHM Highpointe, Ltd, Attn: Dustin Einhaus
Schroeder Construction Co., Attn: Robert A. Schroeder





Bond No. 929520785

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Schroeder Construction Company, Ltd.

as Principal, and **CONTINENTAL CASUALTY COMPANY, CHICAGO, ILLINOIS**, as Surety, are held and firmly bound unto **Hays County, Hays County MUD #5 and BHM** as Obligee, in the penal sum of **Eleven Thousand, Nine Hundred Thirty Six and No/100----** (\$11,936.00-----) to which payment well and truly be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the **BHM Highpointe, Ltd. obo Hays County MUD #5** Dated January 11, 2011, for:

Highpointe Phase 4 Section 2 - Revegetation

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of **One** year(s) from the date of acceptance for operations and maintenance by **Hays County** in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on 6th day of September, 2011.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of **One** year(s) from the date of acceptance for operations and maintenance by **Hays County** then this obligation shall be void, otherwise to remain in full force and effect.

Signed, Sealed and Dated: September 8, 2011

Schroeder Construction Company, Ltd.

By: 

CONTINENTAL CASUALTY COMPANY

By: 

JoAnn Parker, Attorney-in-Fact

Form 1-23210-A

**Houstoun, Woodard, Eason, Gentle,
Tomforde, and Anderson, Inc.
dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License # 1381 FEIN #760362043**

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

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:

11-2-5 Sunrise Acres Replat of Lots 20 & 21 (3 lots). Discussion and possible action to approve preliminary plan; call for public hearing November 1, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

The Sunrise Acres subdivision is a recorded subdivision located off of Bebee Road in Precinct 2. Sunrise Acres was originally divided in 1983 as a 93 lot subdivision. Today there are 131 taxable parcels on the CAD records. The newly configured lots will be sized as follows: Lot 20A – 1.118ac, Lot 21A – 3.429ac, Lot 21B – 14.276ac. Lots 21A and 21B are currently developed and are served by Goforth Water and on-site sewage facilities. Lot 20A will also utilize Goforth Water and OSSF at the time of development.

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**.

AGENDA ITEM:

Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s).

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Cobb

DEPT.	POSITION	GRADE	SALARY RANGE	DATE VACANT
JP 1-1	Justice Court Administrator, slot 1	110	\$ 32,125	9/30/2011
JP 1-1	Justice Clerk, slot 1	107	\$ 24,136	10/4/2011
JP 1-1	Justice Clerk, slot 2, part-time	107	\$ 11.60 per hour	10/4/2011

Please see the attached Position Request Forms for more information.



Position Request Form

Date: 9/29/11 Name of Department: JP 1-1

Department Head: Joanne Prado Contact # 393-7871

Name of position to be discussed: Justice Court Administrator, slot 1 ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Dora Gonzalez #1345 Date Vacant: 9/30/11

Ending Salary: \$41,106 Fringe (yearly): \$7,575.84 Grade: 110 Range: \$32,125 - \$48,187

Reason for Leaving/Name of New Employer Retirement

Adverse impact to County or department if position is not filled: Need to fill this position immediately due to this position has many duties and responsibilities that greatly impact this office.

HR Review: _____

Date: _____

Auditor Review: _____

Date: _____



Position Request Form

Date: 9/29/11 Name of Department: JP 1-1

Department Head: Joanne Prado Contact # 393-7871

Name of position to be discussed: Justice Clerk, slot 1 ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Angela Hernandez #5481 Date Vacant: 10/4/11

Ending Salary: \$25,682.16 Fringe (yearly): \$4,733.22 Grade: 107 Range: \$24,136 - \$36,204

Reason for Leaving/Name of New Employer Promotion to Justice Court Administrator

Adverse impact to County or department if position is not filled: This position also needs to be filled immediately as it is the only full-time position other than the Court Administrator.

HR Review: _____

Date: _____

Auditor Review: _____

Date: _____



Position Request Form

Date: 9/29/11 Name of Department: JP 1-1

Department Head: Joanne Prado Contact # 393-7871

Name of position to be discussed: Justice Clerk, slot 2 ☒ Budgeted/Existing Position ☐ New Position

☐ Full-Time ☒ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Lisa DeLeon #2732 Date Vacant: 10/4/11

Ending Salary: \$11.60 per hour Fringe (yearly): \$2,223.40 Grade: 107 Range: \$11.60 - \$17.41 per hour

Reason for Leaving/Name of New Employer Promotion to Justice Clerk, slot 1, full-time

Adverse impact to County or department if position is not filled: Need to fill this position as this employee will go into the full-time position. This position processes all magistration paperwork on a daily basis, provides customer service, sets up payment plans for customers, answers the phone and waits on customers daily.

HR Review: _____

Date: _____

Auditor Review: _____

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge or designee to execute FY2012 Work Authorizations No. 23, 24, 25, 26, 27, 28 & 29 under the Program Management Services contract for the Pass-Through Program with Prime Strategies, Inc.

TYPE OF ITEM: **CONSENT** ☒ **ACTION** ☐ **EXECUTIVE SESSION**

Check One ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted pass-through funds. (already allocated)

REQUESTED BY: The county pass-through manager at Prime Strategies, Inc. Mike Weaver

SPONSORED BY: Judge Bert Cobb M.D.

SUMMARY: Work Authorizations No. 23, 24, 25, 26, 27, 28 & 29 will allow for the continuation of pass-through program management services including but not limited to:

- 1.) Agency Coordination
- 2.) Management of Design Activities
- 3.) Project Administration

See attached

- Program Management Budget by Fiscal Year Memo dated 1/22/2009
- Partially Executed Work Authorizations

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

•

COUNTY AUDITOR

•

COMMISSIONER PCT. 1

•

COMMISSIONER PCT. 2

•

COMMISSIONER PCT. 3

•

COMMISSIONER PCT. 4

•

ACTION TAKEN / ACTION REQUIRED:

1508 S. Lamar Blvd.
Austin, Texas 78704
512.445.7074 Main
512.445.7064 Fax

Prime Strategies, Inc.

Memo

To: Judge Liz Sumter, Hays County
From: Mike Weaver, Prime Strategies, Inc.
CC: Bill Herzog, Hays County Auditor
Date: 1/22/2009
Re: Program Management Budget by Fiscal Year

As requested we are reallocating the proposed \$2,845,000.00 budget by fiscal year:

January 1, 2009 – September 30, 2009	\$780,000.00
October 1, 2009 – September 30, 2010	\$870,000.00
October 1, 2010 – September 30, 2011	\$646,000.00
October 1, 2011 – June 1, 2012	\$549,000.00
TOTAL	\$2,845,000.00

ATTACHMENT A

WORK AUTHORIZATION NO. 23

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the US 290 West – Trautwein to Nutty Brown Road (PTT0113-07-057) pass through finance project.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$4,887.24.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.

COUNTY:
Hays County, Texas

By: [Signature]
Signature

By: _____
Signature

Mike Weaver
Printed Name

Ray Whisenant
Printed Name

Principal
Title

Commissioner – Precinct 4
Title

9/27/2011
Date

Date

ATTACHMENT A

WORK AUTHORIZATION NO. 24

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the IH-35/CR 210 Bridge & SB frontage road (PTT0016-02-107) pass through finance project.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$16,290.80.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.

COUNTY:
Hays County, Texas

By: 
Signature

By: _____
Signature

Mike Weaver
Printed Name

Mark Jones
Printed Name

Principal
Title

Commissioner – Precinct 2
Title

9/27/2011
Date

Date

ATTACHMENT A

WORK AUTHORIZATION NO. 25

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the FM 1626A – FM 2770 to FM 967 (PTT1539-01-013) pass through finance project.

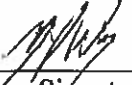
Part 2. The maximum amount payable for services under this Work Authorization without modification is \$162,908.01.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.
By: 
Signature
Mike Weaver
Printed Name
Principal
Title
9/27/2011
Date

COUNTY:
Hays County, Texas
By: _____
Signature
Mark Jones
Printed Name
Commissioner – Precinct 2
Title

Date

ATTACHMENT A

WORK AUTHORIZATION NO. 26

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the FM 1626B – FM 967 to Brodie Lane (PTT1539-01-005) pass through finance project.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$94,486.65.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.

COUNTY:
Hays County, Texas

By: [Signature]
Signature

By: _____
Signature

Mike Weaver
Printed Name

Mark Jones
Printed Name

Principal _____
Title _____

Commissioner – Precinct 2
Title

9/21/2011
Date

Date _____

ATTACHMENT A

WORK AUTHORIZATION NO. 27

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the FM 110 - McCarty Lane to SH 123 (PTT3545-02-001) pass through finance project.

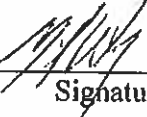
Part 2. The maximum amount payable for services under this Work Authorization without modification is \$87,970.33.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.
By: 
Signature
Mike Weaver
Printed Name
Principal
Title
9/27/2011
Date

COUNTY:
Hays County, Texas
By: _____
Signature
Debbie Ingalsbe
Printed Name
Commissioner – Precinct 1
Title

Date

ATTACHMENT A

WORK AUTHORIZATION NO. 28

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the FM 150 realignment (PTT0805-01-017) pass through finance project.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$84,712.17.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.

COUNTY:
Hays County, Texas

By: 
Signature

By: _____
Signature

Mike Weaver
Printed Name

Mark Jones
Printed Name

Principal
Title

Commissioner – Precinct 2
Title

9/21/2011
Date

Date

ATTACHMENT A

WORK AUTHORIZATION NO. 29

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Prime Strategies, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following professional services:

Program management activities as specified in the Scope of Work related to the IH-35 SB frontage road/ramps – FM 1626 to FM 150 (PTT0016-02-127) pass through finance project.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$97,744.81.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 1, 2012, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
Prime Strategies, Inc.

COUNTY:
Hays County, Texas

By: 
Signature

By: _____
Signature

Mike Weaver
Printed Name

Mark Jones
Printed Name

Principal
Title

Commissioner – Precinct 2
Title

9/27/2011
Date

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to award bid for Wayfinding and Signage to Lewis Signs of Buda, Texas and authorize Building Committee and Broaddus to negotiate a contract.

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

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: \$95,214.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: Lewis Signs was the sole bidder for the Signage at the Government Center. One other company showed interest but failed to submit a bid.

Although only one bid was received, we are confident in their ability to provide us with quality work and product. Lewis Signs provided the signs at the Development Services Department.

This bid is well below the estimated cost and meets all local state and federal requirements including ADA and Braille requirements.

DESCRIPTION OF Item: Discussion and Possible action to award bid for Wayfinding and Signage to Lewis Signs of Buda, Texas and authorize Building Committee and Broaddus to negotiate a contract.

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: \$95,214.00

LINE ITEM NUMBER: 005-850-94-489.5611_700

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Stairwell 7, First Floor	ADA	
Stairwell 6, First Floor	ADA	
Stairwell 5, First Floor	ADA	
Stairwell 4, First Floor	ADA	
Stairwell 3, First Floor	ADA	
Stairwell 2, First Floor	ADA	
Stairwell 1, First Floor	ADA	
Conference Rm 1	ADA	1001
Conference Rm 2	ADA	1002
Conference Rm 3	ADA	1003
Conference Rm 4	ADA	1004
Dining	ADA	1012
Storage	ADA	1013
Deli	ADA	1014
Storage	ADA	1015
Fitness	ADA	1016
Women's Restroom/Dressing	ADA	1018
Womens Shower	ADA	1019
Men Shower	ADA	1020
Men's Restroom/Dressing	ADA	1021
Shower	ADA	1022
Janitor's Closet	ADA	1023
Supervisor Office	ADA	1028
Office	ADA	1029
Squad Room	ADA	1030
Toilet	ADA	1032
Control Room	ADA	1033
Equipment Storage	ADA	1034
Frisk/Fire Command	ADA	1035
Womens Bathroom	ADA	1037
Mens Bathroom	ADA	1038
Elections Waiting Area	ADA	1045
Elevator	ADA	
Elevator	ADA	
Open Office	Clip On	1046
EA Office	ADA	1047
Work/File Area	ADA	1048
Storage	ADA	1049
Staff Break Room	ADA	1052
Storage	ADA	1053
Storage	ADA	1054
File Room	ADA	1055
Conference Room	ADA	1056
Office	ADA	1057
Office	ADA	1058
Office	ADA	1059
Director Office	ADA	1060

Workroom	ADA	1061
	N/A	1062
Waiting Room	ADA	1063
Interview Room	ADA	1064
Open Office	Clip On	1065
Mens Restroom	ADA	1067
Womens Restroom	ADA	1068
Janitor/Houskeeping Closet	ADA	1070
County Auditor/Purchasing (Lobby)	ADA	1071
Open Office	Clip On	1072
File Room	ADA	1073
Purchasing Manager	ADA	1074
Assistant Purchasing Manager	ADA	1075
Assistant Auditor	ADA	1076
Auditor	ADA	1077
Ext. Audit Conference Room	ADA	1078
Audit File Room	ADA	1079
Acct. 5	ADA	1080
Acct. 4	ADA	1081
Acct. 3	ADA	1082
Acct. 2	ADA	1083
Acct. 1	ADA	1084
Reception	ADA	1085
Workroom	ADA	1086
Acct. 6	ADA	1087
Acct. 7	ADA	1088
Acct. 8	ADA	1089
County Treasurer	Alum. Ltr.,Frosted Vinyl,ADA	1094
Open Office	Clip on	1095
Storage Room	ADA	1096
Conference Room	ADA	1097
Payroll	ADA	1098
Treasurer	ADA	1099
Accountant	ADA	1100
Work Room	ADA	1101
File Room	ADA	1102
Open Office	Clip on	1103
Vault	ADA	1105
Workstation	Clip on	1106
Supervisor Office	ADA	1107
Supervisor Office	ADA	1108
Accountant/Bookkeeper	ADA	1109
Storage	ADA	1110
Bathroom	ADA	1112
Conference	ADA	1113
Deputy Tax Assessor	ADA	1115
Workstation	Clip on	1116

File Room	ADA	1117
Attorney Workroom	ADA	1118
Tax Assessor	Alum. Ltr.,Frosted Vinyl,ADA	1120
Exit	ADA	1201
Conference Room	ADA	1202
Reception	ADA	1203
Reception	ADA	1204
Conference Room	ADA	1207
Office	ADA	1208
Office	ADA	1209
Office	ADA	1210
Office	ADA	1211
Office	ADA	1213
File Room	ADA	1214
Open Office	Clip On	1215
Exit	ADA	1216
Copy Room	ADA	1217
Storage	ADA	1219
Server/Data	ADA	124
Loading	ADA	1225
Mechanical	ADA	1226
Electrical	ADA	151
Electrical	ADA	152
Storage	ADA	1228
Office	ADA	1231
Office	ADA	1232
Office	ADA	1233
Mail	ADA	1234
Bulk Storage	ADA	1235
Service Elevator	ADA	
Electrical Room	ADA	141
Data Room	ADA	142
Maintenance/Houskeeping Storage	ADA	1239
Workroom	ADA	1240
Janitor's Closet	ADA	1242
Central Control	ADA	1244
Security Equipment	ADA	1246
Breakroom	ADA	1247
Storage	ADA	1249
Juvenile Office	ADA	1250
Processing	ADA	1252
Bathroom	ADA	1253
Bathroom	ADA	1254
Holding	ADA	1255
Female Holding	ADA	1256
Male Holding	ADA	1257
Visitor Waiting	ADA	1262

Detention Elevator	ADA	
Waiting Room	ADA	1266
File Room	ADA	1267
Reception	ADA	1268
Open Office	Clip On	1269
Interview Room	ADA	1271
Womens Restroom	ADA	1272
Janitor's Closet	ADA	1273
Mens Restroom	ADA	1274
Conference Room	ADA	1275
Storage Room	ADA	1276
Office	ADA	1277
Office	ADA	1278
Office	ADA	1279
Office	ADA	1280
Office	ADA	1282
Office	ADA	1283
Office	ADA	1284
Office	ADA	1285
Office	ADA	1286
Office	ADA	1287
Storage Room	ADA	1288
Office	ADA	1289
Detention Elevator	ADA	
Office	ADA	1292
Office	ADA	1293
Office	ADA	1294
Office	ADA	1295
Office	ADA	1296
Office	ADA	1297
Office	ADA	1298
Office	ADA	1299
Office	ADA	1300
Office	ADA	1301
Office	ADA	1302
Office	ADA	1303
Office	ADA	1304
Male Holding	ADA	1307
Male Holding	ADA	1308
Male Holding	ADA	1309
Holding Cells	ADA	1310
Female Holding	ADA	1315
Detention Elevator	ADA	
Training Classroom	ADA	1320
Training Classroom	ADA	1322
Training Classroom	ADA	1323
Mens Restroom	ADA	1324

Womens Restroom	ADA	1325
Adult Probation	ADA	1326
Exit	ADA	1327
Womens Restroom	ADA	1328
Mens Restroom	ADA	1329
Lab	ADA	1331
Storage	ADA	1332
Office	ADA	1334
Office	ADA	1335
Office	ADA	1336
Office	ADA	1337
Office	ADA	1338
Office	ADA	1339
Office	ADA	1340
Office	ADA	1341
Office	ADA	1342
Office	ADA	1343
Office	ADA	1344
Office	ADA	1345
Office	ADA	1346
Office	ADA	1347
Office	ADA	1348
Office	ADA	1349
PD Office	ADA	1352
Office	ADA	1353
Office	ADA	1354
Office	ADA	1355
Office	ADA	1356
Office	ADA	1357
Conference Room	ADA	1358
Office	ADA	1359
Office	ADA	1360
PD Office	ADA	1361
Storage	ADA	1364
Secure Elevator	ADA	
PD Office	ADA	1366
PD Office	ADA	1367
Office	ADA	1369
Office	ADA	1370
Office	ADA	1371
Office	ADA	1372
File Room	ADA	1373
Office	ADA	1374
Office	ADA	1375
Office	ADA	1376
Office	ADA	1377
Conference Room	ADA	1378

Office	ADA	1379
Office	ADA	1380
Office	ADA	1382
Office	ADA	1383
Office	ADA	1384
Office	ADA	1385
Open Office	Clip On	1386
Stairwell 7, Second Floor	ADA	
Stairwell 6, Second Floor	ADA	
Stairwell 5, Second Floor	ADA	
Stairwell 4, Second floor	ADA	
Stairwell 3, Second Floor	ADA	
Stairwell 2, Second Floor	ADA	
Stairwell 1, Second Floor	ADA	
File Room	ADA	2001
Chief Deputy	ADA	2002
Clerk	ADA	2003
Chief Deputy	ADA	2004
Clerk	ADA	2005
Bookkeeper Office	ADA	2006
File Viewing Room	ADA	2007
County Clerk	Aluminum Letters w/frosting,ADA	2009
Open Office	Clip On	2010
Conference Room	ADA	2011
Bathroom	ADA	2013
Storage	ADA	2014
Data Room	ADA	223
Electrical Room	ADA	222
File Room	ADA	2015
Open Office	Clip On	2016
Research Area	ADA	2017
Secure Storage & Exhibits	ADA	2019
Womens Restroom	ADA	2021
Mens Restroom	ADA	2022
Elevator	ADA	
Elevator	ADA	
Office	ADA	2024
Office	ADA	2025
Law Library	ADA	2026
Office	ADA	2029
Office	ADA	2030
Office	ADA	2031
Office	ADA	2032
Waiting Room	ADA	2034
Waiting Room	ADA	2035

Grand Jury	ADA	2036
Mens Restroom	ADA	2037
Womens Restroom	ADA	2038
Victim Waiting	ADA	2040
Office	ADA	2041
Office	ADA	2042
Office	ADA	2043
Office	ADA	2044
Office	ADA	2045
Office	ADA	2046
Office	ADA	2047
Office	ADA	2048
Office	ADA	2049
Office	ADA	2050
Office	ADA	2051
Office	ADA	2052
Office	ADA	2053
Mens Restroom	ADA	2055
Womens Restroom	ADA	2056
District Attorney Reception Area	6 Inch Letter w/Vinyl frosting, Braille	2057
File Viewing	ADA	2058
Child Waiting	ADA	2059
Evidence/Work	ADA	2060
Evidence	ADA	2061
Open Office	Clip On	2062
Office	ADA	2065
Office	ADA	2066
Office	ADA	2067
Office	ADA	2068
Office	ADA	2069
Office	ADA	2070
Office	ADA	2071
Office	ADA	2072
Office	ADA	2073
Office	ADA	2074
Office	ADA	2075
Office	ADA	2076
Office	ADA	2077
Office	ADA	2078
Office	ADA	2079
Office	ADA	2080
Office	ADA	2081
District Attorney	ADA	2082
F.A.D.A	ADA	2083
Chief Felony	ADA	2084
Chief Civil Attorney	ADA	2085
Conference Room	ADA	2086

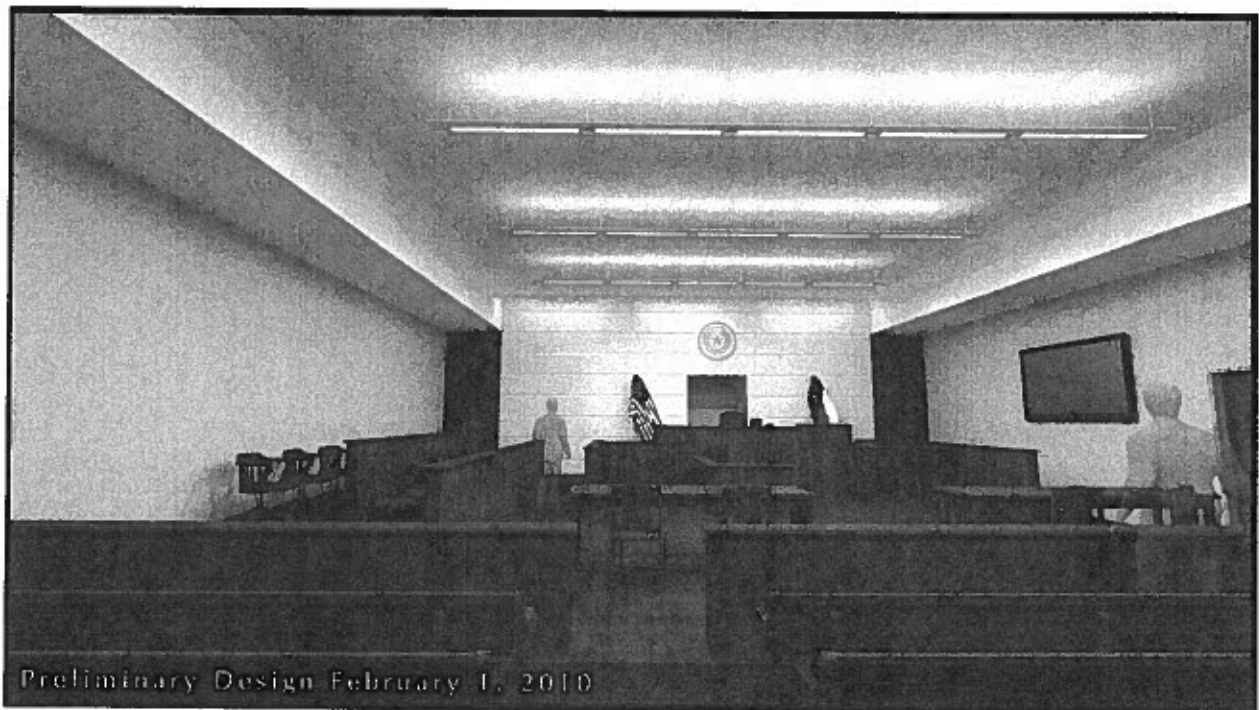
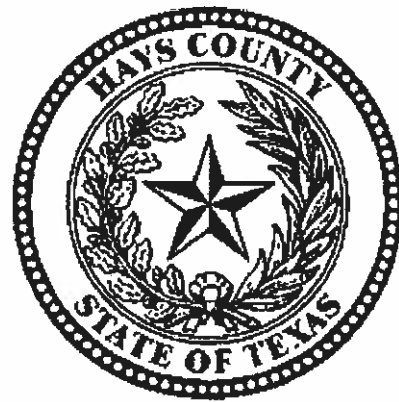
Office	ADA	2087
Office	ADA	2088
Office	ADA	2089
Office	ADA	2090
Conference Room	ADA	2091
Break Room	ADA	2092
Womens Restroom	ADA	2094
Mens Restroom	ADA	2095
Electrical Room	ADA	272
Data Room	ADA	273
Open Office	Clip On	2096
Storage	ADA	2100
Storage	ADA	2102
Secure File Room	ADA	2103
Valve Room	ADA	2107
Office	ADA	2201
Constable	ADA	2203
Office	ADA	2204
Womens Restroom	ADA	2205
Mens Restroom	ADA	2206
Conference Room	ADA	2207
Open Office	Clip On	2208
Detention Elevator	ADA	
Constable	6 Inch Letter w/Vinyl frosting,ADA	2210
District Clerk	6 Inch Letter w/Vinyl frosting,ADA	2211
File Viewing Room	ADA	2212
Office	ADA	2215
Office	ADA	2216
Office	ADA	2217
Office	ADA	2218
Office	ADA	2219
Secure Storage	ADA	2220
File Room	ADA	2221
Exhibit Room	ADA	2222
Exhibit Room	ADA	2223
Storage	ADA	2224
Conference Room	ADA	2225
Bathroom	ADA	2226
Electrical Room	ADA	D253
Data Room	ADA	D251
Elevator	ADA	
Break Room	ADA	2227
Open Office	Clip On	2229
Compliance	6 Inch Letter w/Vinyl frosting,ADA	2230
File Room	ADA	2231
Conference Room	ADA	2232
Compliance Waiting Area	ADA	2233

Justice of the Peace	6 Inch Letter w/Vinyl frosting,ADA	2235
Open Office	Clip On	2237
Storage	ADA	2239
File Room	ADA	2240
Bathroom	ADA	2241
Conference Room	ADA	2242
Chief Clerk	ADA	2243
Bathroom	ADA	2246
Jury 4	ADA	2247
Judicial Suite	ADA	2249
Bathroom	ADA	2250
Bathroom	ADA	2251
Jury 3	ADA	2252
Bathroom	ADA	2253
A/V Storage	ADA	2254
Courtroom 4	6 Inch Letters, ADA	2256
Conference Room	ADA	2258
Conference Room	ADA	2259
Detention Elevator	ADA	
Interview 2	ADA	2260
Holding	ADA	2261
Holding	ADA	2263
Conference Room	ADA	2265
Conference Room	ADA	2267
Courtroom 3	6 Inch Letters, ADA	2268
A/V Storage	ADA	2269
Bathroom	ADA	2270
Bathroom	ADA	2271
Jury 2	ADA	2272
Bathroom	ADA	2273
Bathroom	ADA	2274
Jury 1	ADA	2275
Conference Room	ADA	2276
Elevator	ADA	
Electrical Room	ADA	251
Data Room	ADA	252
File Room	ADA	2277
Storage	ADA	2278
Court Reporter Office	ADA	2279
Storage	ADA	2281
Court Reporter Office	ADA	2282
Court Reporter Office	ADA	2283
Storage	ADA	2284
File Room	ADA	2285
Janitor Closet	ADA	2286
File Room	ADA	2288
Office	ADA	2289

Open Office	Clip On	2290
County Court at Law	ADA	2292
Conference Room	ADA	2296
Conference Room	ADA	2297
Detention Elevator	ADA	
Courtroom 2	6 Inch Letters, ADA	2298
A/V Storage	ADA	2299
Judge's Office	ADA	2301
Bathroom	ADA	2302
Interview 1	ADA	2307
Conference Room	ADA	2311
Conference Room	ADA	2312
Courtroom 1	6 Inch Letters, ADA	2313
Bathroom	ADA	2315
Judge's Office	ADA	2316
Bathroom	ADA	2318
Judge	ADA	2319
A/V Storage	ADA	2320
Stairwell 7, third floor	ADA	
Stairwell 6, third floor	ADA	
Stairwell 5, third floor	ADA	
Stairwell 4, third floor	ADA	
Stairwell 3, third floor	ADA	
Womens Bathroom	ADA	3001
Mens Bathroom	ADA	3002
Elevator	ADA	
Elevator	ADA	
Conference Room	ADA	3201
Conference Room	ADA	3203
Courtroom 10	6 inch Aluminum Letters, ADA	3204
Bathroom	ADA	3205
Judge	ADA	3206
A/V Storage	ADA	3208
Work Room	ADA	3210
Court Reporter	ADA	3211
Interview 5	ADA	3216
Conference Room	ADA	3220
Detention Elevator	ADA	
Conference Room	ADA	3221
Courtroom 9	6 inch Aluminum, ADA	3222
A/V Storage	ADA	3223
Work Room	ADA	3225
Court Reporter	ADA	3226
Judge	ADA	3227
Bathroom	ADA	3228

Electrical Room	ADA	341
Data Room	ADA	342
Service Elevator	ADA	
Storage	ADA	3229
Janitor	ADA	3230
Storage	ADA	3231
Bathroom	ADA	3233
Jury 8	ADA	3234
Bathroom	ADA	3235
Bathroom	ADA	3236
Bathroom	ADA	3237
Jury 7	ADA	3238
District Court Administrator	6 inch Aluminum Letters, ADA	3240
District Court Administrator	ADA	3241
Assistant Office	ADA	3242
District Court Administrator	ADA	3244
Deputy County Attorney	ADA	3245
File Room	ADA	3247
County Attorney Office	ADA	3248
Bailiff	ADA	3249
Chief County Attorney	ADA	3250
Judge	ADA	3253
Bathroom	ADA	3254
A/V Storage	ADA	3255
Courtroom 8	6 inch Aluminum, ADA	3256
Conference Room	ADA	3258
Conference Room	ADA	3259
Detention Elevator	ADA	
Interview 4	ADA	3260
Work Room	ADA	3267
Court Reporter	ADA	3269
Work Room	ADA	3270
Court Reporter	ADA	3272
A/V Storage	ADA	3273
Judge	ADA	3274
Bathroom	ADA	3275
Secure Elevator	ADA	
Courtroom 7	6 inch Aluminum, ADA	3276
Conference Room	ADA	3278
Conference Room	ADA	3279
Bathroom	ADA	3281
Jury 5	ADA	3282
Bathroom	ADA	3283
Bathroom	ADA	3285
Bathroom	ADA	3286
Jury 6	ADA	3287
Bathroom	ADA	3288

Bathroom	ADA	3289
Break Room	ADA	3290
Conference Room	ADA	3292
Secure Elevator	ADA	
Bathroom	ADA	3293
Judge Office	ADA	3294
A/V Storage	ADA	3295
Courtroom 6	6 inch Aluminum, ADA	3296
Conference Room	ADA	3298
Conference Room	ADA	3299
Detention Elevator	ADA	
Interview 3	ADA	3302
Work	ADA	3307
Court Reporter	ADA	3308
Work	ADA	3309
Court Reporter	ADA	3311
Judge	ADA	3312
Bathroom	ADA	3313
A/V Storage	ADA	3315
Courtroom 5	6 inch Aluminum w/vinyl frosting,braille	3316
Conference Room	ADA	3318
Conference Room	ADA	3319





CONFERENCE ROOM 1

[illegible]

1001

Figure 1

A S/F WALL PLAQUE
ONE 1/2" X 12" X 1/2" X 1/2" X 1/2" X 1/2"

521 4-74

FACES:
PLASTIC PAPER COATED TO MATCH ARLO'S #08 BROWN W/ PAISED WHITE COPY / HANDLE, LIMITED DIGITALLY PRINTED LOGO APPLIED FIRST SURFACE.

CLIENT'S APPROVAL

Approval required before work can begin.

[illegible]

A S/F MONUMENT SIGN
ONE REQUIRED
STATE HIGHWAY PROJECT

SCALE: 1/2" = 1'-0"

10 JUL 1998

SCOPE OF WORK:

MANUFACTURE AND INSTALL LF MOUNTMENT SIGN PER SPEC

TOTAL SQ. FT:

1650.13

FACE

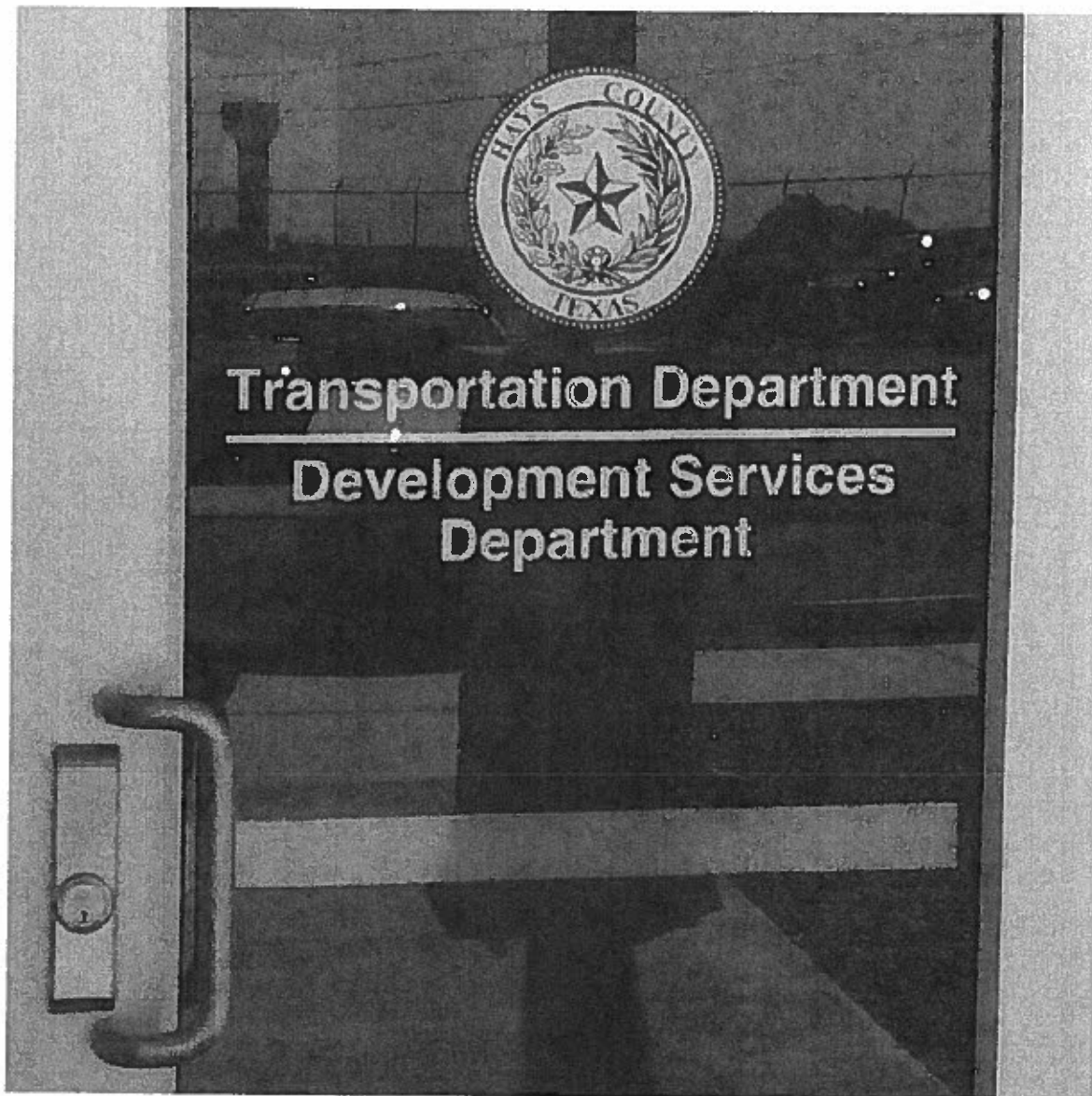
ROUTED ALONG PT3 HP 2 015-50 AL 11412

BASE:

LIMESTONE BASE AND LEWIS SILICA

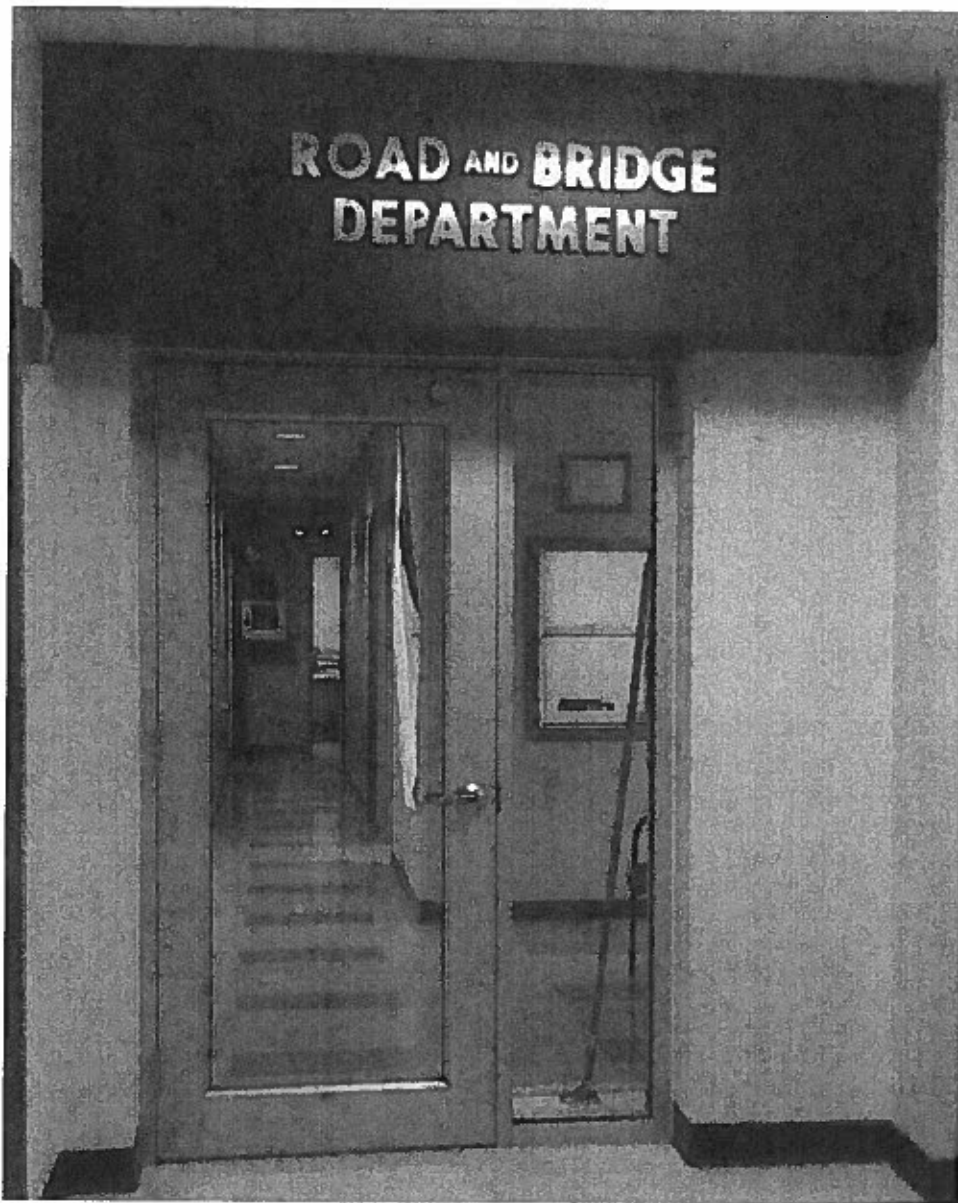
CLIENT'S APPROVAL

[illegible]



Front door Sign, with County Seal.

Road and Bridge Department Signage





REQUEST FOR PROPOSAL FOR WAYFINDING AND SIGNAGE

HAYS COUNTY GOVERNMENT COMPLEX

RFP No.: 2011-P19

ADDENDUM #1 **9/23/2011**

Notice to Respondents:

This addendum will be considered a part of the Request for Proposal for Wayfinding and Signage for the Hays County Government Complex Project. Where provisions of this addendum differ from those of the original Request for Qualifications, this addendum will govern.

1. Due Date for RFP responses shall be changed to:
RFP RESPONSES MUST BE RECEIVED ON OR BEFORE:
Wednesday, September 28, 2011 at 9:00 AM
2. The following enumeration of room and sign types, distributed as an Excel spreadsheet 9/23/2011 at 12:52 p.m. shall be the basis for proposal of interior signage:

Stairwell 7, First Floor	ADA	
Stairwell 6, First Floor	ADA	
Stairwell 5, First Floor	ADA	
Stairwell 4, First Floor	ADA	
Stairwell 3, First Floor	ADA	
Stairwell 2, First Floor	ADA	
Stairwell 1, First Floor	ADA	
Conference Rm 1	ADA	1001
Conference Rm 2	ADA	1002
Conference Rm 3	ADA	1003
Conference Rm 4	ADA	1004
Dining	ADA	1012

Storage	ADA	1013
Deli	ADA	1014
Storage	ADA	1015
Fitness	ADA	1016
Women's Restroom/Dressing	ADA	1018
Womens Shower	ADA	1019
Men Shower	ADA	1020
Men's Restroom/Dressing	ADA	1021
Shower	ADA	1022
Janitor's Closet	ADA	1023
Supervisor Office	ADA	1028
Office	ADA	1029
Squad Room	ADA	1030
Toilet	ADA	1032
Control Room	ADA	1033
Equipment Storage	ADA	1034
Frisk/Fire Command	ADA	1035
Womens Bathroom	ADA	1037
Mens Bathroom	ADA	1038
Elections Waiting Area	ADA	1045
Elevator	ADA	
Elevator	ADA	
Open Office	Clip On	1046
EA Office	ADA	1047
Work/File Area	ADA	1048
Storage	ADA	1049
Staff Break Room	ADA	1052
Storage	ADA	1053
Storage	ADA	1054
File Room	ADA	1055
Conference Room	ADA	1056
Office	ADA	1057
Office	ADA	1058
Office	ADA	1059
Director Office	ADA	1060
Workroom	ADA	1061
	N/A	1062
Waiting Room	ADA	1063
Interview Room	ADA	1064
Open Office	Clip On	1065
Mens Restroom	ADA	1067
Womens Restroom	ADA	1068
Janitor/Houskeeping Closet	ADA	1070
County Auditor/Purchasing (Lobby)	ADA	1071

Open Office	Clip On	1072
File Room	ADA	1073
Purchasing Manager	ADA	1074
Assistant Purchasing Manager	ADA	1075
Assistant Auditor	ADA	1076
Auditor	ADA	1077
Ext. Audit Conference Room	ADA	1078
Audit File Room	ADA	1079
Acct. 5	ADA	1080
Acct.4	ADA	1081
Acct. 3	ADA	1082
Acct. 2	ADA	1083
Acct. 1	ADA	1084
Reception	ADA	1085
Workroom	ADA	1086
Acct. 6	ADA	1087
Acct. 7	ADA	1088
Acct. 8	ADA	1089
County Treasurer	Alum. Ltr.,Frosted Vinyl,ADA	1094
Open Office	Clip on	1095
Storage Room	ADA	1096
Conference Room	ADA	1097
Payroll	ADA	1098
Treasurer	ADA	1099
Accountant	ADA	1100
Work Room	ADA	1101
File Room	ADA	1102
Open Office	Clip on	1103
Vault	ADA	1105
Workstation	Clip on	1106
Supervisor Office	ADA	1107
Supervisor Office	ADA	1108
Accountant/Bookkeeper	ADA	1109
Storage	ADA	1110
Bathroom	ADA	1112
Conference	ADA	1113
Deputy Tax Assessor	ADA	1115
Workstation	Clip on	1116
File Room	ADA	1117
Attorney Workroom	ADA	1118
Tax Assessor	Alum. Ltr.,Frosted Vinyl,ADA	1120
Exit	ADA	1201
Conference Room	ADA	1202
Reception	ADA	1203

Reception	ADA	1204
Conference Room	ADA	1207
Office	ADA	1208
Office	ADA	1209
Office	ADA	1210
Office	ADA	1211
Office	ADA	1213
File Room	ADA	1214
Open Office	Clip On	1215
Exit	ADA	1216
Copy Room	ADA	1217
Storage	ADA	1219
Server/Data	ADA	124
Loading	ADA	1225
Mechanical	ADA	1226
Electrical	ADA	151
Electrical	ADA	152
Storage	ADA	1228
Office	ADA	1231
Office	ADA	1232
Office	ADA	1233
Mail	ADA	1234
Bulk Storage	ADA	1235
Service Elevator	ADA	
Electrical Room	ADA	141
Data Room	ADA	142
Maintenance/Houskeeping Storage	ADA	1239
Workroom	ADA	1240
Janitor's Closet	ADA	1242
Central Control	ADA	1244
Security Equipment	ADA	1246
Breakroom	ADA	1247
Storage	ADA	1249
Juvenile Office	ADA	1250
Processing	ADA	1252
Bathroom	ADA	1253
Bathroom	ADA	1254
Holding	ADA	1255
Female Holding	ADA	1256
Male Holding	ADA	1257
Visitor Waiting	ADA	1262
Detention Elevator	ADA	
Waiting Room	ADA	1266
File Room	ADA	1267

Reception	ADA	1268
Open Office	Clip On	1269
Interview Room	ADA	1271
Womens Restroom	ADA	1272
Janitor's Closet	ADA	1273
Mens Restroom	ADA	1274
Conference Room	ADA	1275
Storage Room	ADA	1276
Office	ADA	1277
Office	ADA	1278
Office	ADA	1279
Office	ADA	1280
Office	ADA	1282
Office	ADA	1283
Office	ADA	1284
Office	ADA	1285
Office	ADA	1286
Office	ADA	1287
Storage Room	ADA	1288
Office	ADA	1289
Detention Elevator	ADA	
Office	ADA	1292
Office	ADA	1293
Office	ADA	1294
Office	ADA	1295
Office	ADA	1296
Office	ADA	1297
Office	ADA	1298
Office	ADA	1299
Office	ADA	1300
Office	ADA	1301
Office	ADA	1302
Office	ADA	1303
Office	ADA	1304
Male Holding	ADA	1307
Male Holding	ADA	1308
Male Holding	ADA	1309
Holding Cells	ADA	1310
Female Holding	ADA	1315
Detention Elevator	ADA	
Training Classroom	ADA	1320
Training Classroom	ADA	1322
Training Classroom	ADA	1323
Mens Restroom	ADA	1324

Womens Restroom	ADA	1325
Adult Probation	ADA	1326
Exit	ADA	1327
Womens Restroom	ADA	1328
Mens Restroom	ADA	1329
Lab	ADA	1331
Storage	ADA	1332
Office	ADA	1334
Office	ADA	1335
Office	ADA	1336
Office	ADA	1337
Office	ADA	1338
Office	ADA	1339
Office	ADA	1340
Office	ADA	1341
Office	ADA	1342
Office	ADA	1343
Office	ADA	1344
Office	ADA	1345
Office	ADA	1346
Office	ADA	1347
Office	ADA	1348
Office	ADA	1349
PD Office	ADA	1352
Office	ADA	1353
Office	ADA	1354
Office	ADA	1355
Office	ADA	1356
Office	ADA	1357
Conference Room	ADA	1358
Office	ADA	1359
Office	ADA	1360
PD Office	ADA	1361
Storage	ADA	1364
Secure Elevator	ADA	
PD Office	ADA	1366
PD Office	ADA	1367
Office	ADA	1369
Office	ADA	1370
Office	ADA	1371
Office	ADA	1372
File Room	ADA	1373
Office	ADA	1374
Office	ADA	1375

Office	ADA	1376
Office	ADA	1377
Conference Room	ADA	1378
Office	ADA	1379
Office	ADA	1380
Office	ADA	1382
Office	ADA	1383
Office	ADA	1384
Office	ADA	1385
Open Office	Clip On	1386
Stairwell 7, Second Floor	ADA	
Stairwell 6, Second Floor	ADA	
Stairwell 5, Second Floor	ADA	
Stairwell 4, Second floor	ADA	
Stairwell 3, Second Floor	ADA	
Stairwell 2, Second Floor	ADA	
Stairwell 1, Second Floor	ADA	
File Room	ADA	2001
Chief Deputy	ADA	2002
Clerk	ADA	2003
Chief Deputy	ADA	2004
Clerk	ADA	2005
Bookkeeper Office	ADA	2006
File Viewing Room	ADA	2007
County Clerk	Aluminum Letters w/frosting,ADA	2009
Open Office	Clip On	2010
Conference Room	ADA	2011
Bathroom	ADA	2013
Storage	ADA	2014
Data Room	ADA	223
Electrical Room	ADA	222
File Room	ADA	2015
Open Office	Clip On	2016
Research Area	ADA	2017
Secure Storage & Exhibits	ADA	2019
Womens Restroom	ADA	2021
Mens Restroom	ADA	2022
Elevator	ADA	
Elevator	ADA	
Office	ADA	2024
Office	ADA	2025
Law Library	ADA	2026

Office	ADA	2029
Office	ADA	2030
Office	ADA	2031
Office	ADA	2032
Waiting Room	ADA	2034
Waiting Room	ADA	2035
Grand Jury	ADA	2036
Mens Restroom	ADA	2037
Womens Restroom	ADA	2038
Victim Waiting	ADA	2040
Office	ADA	2041
Office	ADA	2042
Office	ADA	2043
Office	ADA	2044
Office	ADA	2045
Office	ADA	2046
Office	ADA	2047
Office	ADA	2048
Office	ADA	2049
Office	ADA	2050
Office	ADA	2051
Office	ADA	2052
Office	ADA	2053
Mens Restroom	ADA	2055
Womens Restroom	ADA	2056
District Attorney Reception Area	6 Inch Letter w/Vinyl frosting,Braille	2057
File Viewing	ADA	2058
Child Waiting	ADA	2059
Evidence/Work	ADA	2060
Evidence	ADA	2061
Open Office	Clip On	2062
Office	ADA	2065
Office	ADA	2066
Office	ADA	2067
Office	ADA	2068
Office	ADA	2069
Office	ADA	2070
Office	ADA	2071
Office	ADA	2072
Office	ADA	2073
Office	ADA	2074
Office	ADA	2075
Office	ADA	2076
Office	ADA	2077

Office	ADA	2078
Office	ADA	2079
Office	ADA	2080
Office	ADA	2081
District Attorney	ADA	2082
F.A.D.A	ADA	2083
Chief Felony	ADA	2084
Chief Civil Attorney	ADA	2085
Conference Room	ADA	2086
Office	ADA	2087
Office	ADA	2088
Office	ADA	2089
Office	ADA	2090
Conference Room	ADA	2091
Break Room	ADA	2092
Womens Restroom	ADA	2094
Mens Restroom	ADA	2095
Electrical Room	ADA	272
Data Room	ADA	273
Open Office	Clip On	2096
Storage	ADA	2100
Storage	ADA	2102
Secure File Room	ADA	2103
Valve Room	ADA	2107
Office	ADA	2201
Constable	ADA	2203
Office	ADA	2204
Womens Restroom	ADA	2205
Mens Restroom	ADA	2206
Conference Room	ADA	2207
Open Office	Clip On	2208
Detention Elevator	ADA	
Constable	6 Inch Letter w/Vinyl frosting,ADA	2210
District Clerk	6 Inch Letter w/Vinyl frosting,ADA	2211
File Viewing Room	ADA	2212
Office	ADA	2215
Office	ADA	2216
Office	ADA	2217
Office	ADA	2218
Office	ADA	2219
Secure Storage	ADA	2220
File Room	ADA	2221
Exhibit Room	ADA	2222
Exhibit Room	ADA	2223

Storage	ADA	2224
Conference Room	ADA	2225
Bathroom	ADA	2226
Electrical Room	ADA	D253
Data Room	ADA	D251
Elevator	ADA	
Break Room	ADA	2227
Open Office	Clip On	2229
Compliance	6 Inch Letter w/Vinyl frosting,ADA	2230
File Room	ADA	2231
Conference Room	ADA	2232
Compliance Waiting Area	ADA	2233
Justice of the Peace	6 Inch Letter w/Vinyl frosting,ADA	2235
Open Office	Clip On	2237
Storage	ADA	2239
File Room	ADA	2240
Bathroom	ADA	2241
Conference Room	ADA	2242
Chief Clerk	ADA	2243
Bathroom	ADA	2246
Jury 4	ADA	2247
Judicial Suite	ADA	2249
Bathroom	ADA	2250
Bathroom	ADA	2251
Jury 3	ADA	2252
Bathroom	ADA	2253
A/V Storage	ADA	2254
Courtroom 4	6 Inch Letters, ADA	2256
Conference Room	ADA	2258
Conference Room	ADA	2259
Detention Elevator	ADA	
Interview 2	ADA	2260
Holding	ADA	2261
Holding	ADA	2263
Conference Room	ADA	2265
Conference Room	ADA	2267
Courtroom 3	6 Inch Letters, ADA	2268
A/V Storage	ADA	2269
Bathroom	ADA	2270
Bathroom	ADA	2271
Jury 2	ADA	2272
Bathroom	ADA	2273
Bathroom	ADA	2274
Jury 1	ADA	2275

Conference Room	ADA	2276
Elevator	ADA	
Electrical Room	ADA	251
Data Room	ADA	252
File Room	ADA	2277
Storage	ADA	2278
Court Reporter Office	ADA	2279
Storage	ADA	2281
Court Reporter Office	ADA	2282
Court Reporter Office	ADA	2283
Storage	ADA	2284
File Room	ADA	2285
Janitor Closet	ADA	2286
File Room	ADA	2288
Office	ADA	2289
Open Office	Clip On	2290
County Court at Law	ADA	2292
Conference Room	ADA	2296
Conference Room	ADA	2297
Detention Elevator	ADA	
Courtroom 2	6 Inch Letters, ADA	2298
A/V Storage	ADA	2299
Judge's Office	ADA	2301
Bathroom	ADA	2302
Interview 1	ADA	2307
Conference Room	ADA	2311
Conference Room	ADA	2312
Courtroom 1	6 Inch Letters, ADA	2313
Bathroom	ADA	2315
Judge's Office	ADA	2316
Bathroom	ADA	2318
Judge	ADA	2319
A/V Storage	ADA	2320
Stairwell 7, third floor	ADA	
Stairwell 6, third floor	ADA	
Stairwell 5, third floor	ADA	
Stairwell 4, third floor	ADA	
Stairwell 3, third floor	ADA	
Womens Bathroom	ADA	3001
Mens Bathroom	ADA	3002
Elevator	ADA	
Elevator	ADA	

Conference Room	ADA	3201
Conference Room	ADA	3203
Courtroom 10	6 inch Aluminum Letters, ADA	3204
Bathroom	ADA	3205
Judge	ADA	3206
A/V Storage	ADA	3208
Work Room	ADA	3210
Court Reporter	ADA	3211
Interview 5	ADA	3216
Conference Room	ADA	3220
Detention Elevator	ADA	
Conference Room	ADA	3221
Courtroom 9	6 inch Aluminum, ADA	3222
A/V Storage	ADA	3223
Work Room	ADA	3225
Court Reporter	ADA	3226
Judge	ADA	3227
Bathroom	ADA	3228
Electrical Room	ADA	341
Data Room	ADA	342
Service Elevator	ADA	
Storage	ADA	3229
Janitor	ADA	3230
Storage	ADA	3231
Bathroom	ADA	3233
Jury 8	ADA	3234
Bathroom	ADA	3235
Bathroom	ADA	3236
Bathroom	ADA	3237
Jury 7	ADA	3238
District Court Administrator	6 inch Aluminum Letters, ADA	3240
District Court Administrator	ADA	3241
Assistant Office	ADA	3242
District Court Administrator	ADA	3244
Deputy County Attorney	ADA	3245
File Room	ADA	3247
County Attorney Office	ADA	3248
Bailiff	ADA	3249
Chief County Attorney	ADA	3250
Judge	ADA	3253
Bathroom	ADA	3254
A/V Storage	ADA	3255
Courtroom 8	6 inch Aluminum, ADA	3256
Conference Room	ADA	3258

Conference Room	ADA	3259
Detention Elevator	ADA	
Interview 4	ADA	3260
Work Room	ADA	3267
Court Reporter	ADA	3269
Work Room	ADA	3270
Court Reporter	ADA	3272
A/V Storage	ADA	3273
Judge	ADA	3274
Bathroom	ADA	3275
Secure Elevator	ADA	
Courtroom 7	6 inch Aluminum, ADA	3276
Conference Room	ADA	3278
Conference Room	ADA	3279
Bathroom	ADA	3281
Jury 5	ADA	3282
Bathroom	ADA	3283
Bathroom	ADA	3285
Bathroom	ADA	3286
Jury 6	ADA	3287
Bathroom	ADA	3288
Bathroom	ADA	3289
Break Room	ADA	3290
Conference Room	ADA	3292
Secure Elevator	ADA	
Bathroom	ADA	3293
Judge Office	ADA	3294
A/V Storage	ADA	3295
Courtroom 6	6 inch Aluminum, ADA	3296
Conference Room	ADA	3298
Conference Room	ADA	3299
Detention Elevator	ADA	
Interview 3	ADA	3302
Work	ADA	3307
Court Reporter	ADA	3308
Work	ADA	3309
Court Reporter	ADA	3311
Judge	ADA	3312
Bathroom	ADA	3313
A/V Storage	ADA	3315
Courtroom 5	6 inch Aluminum w/vinyl frosting,braille	3316
Conference Room	ADA	3318
Conference Room	ADA	3319

End of Addendum 3

REQUEST FOR PROPOSALS FOR WAYFINDING AND SIGNAGE

HAYS COUNTY
Government Center

RFP No.: 2011-P19



RFP RESPONSES MUST BE RECEIVED ON OR BEFORE:
September 26, 2011 at 2:00 PM

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

Prepared By:
Broaddus & Associates
1301 South Capital of Texas Highway, Suite A302
Austin, TX 78746

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REQUEST FOR PROPOSALS FOR
WAYFINDING AND SIGNAGE

HAYS COUNTY
Government Center
RFP No.: 2011-P19

SECTION 1 - GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Hays County (hereinafter the "County" or "Owner") and Broadus & Associates ("Owner Representative" and "Project Manager") are soliciting proposals ("Proposals") for selection of Wayfinding and Signage design, fabrication and installation for the new Government Center ("Project") 712 S. Stagecoach Trail, San Marcos, TX, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

1.1.1 Each respondent shall submit its response to the Request for Proposals ("RFP") in a sealed envelope. This RFP provides the information necessary to prepare and submit Proposals including cost proposals and unit prices. The County will rank the Proposals in the order that they provide the "best value" for the County based on the published selection criteria.

1.1.2 If the County deems it necessary, a short list of the "most" qualified respondents will be requested to attend an interview with the County and Project Manager to confirm their Proposal and answer additional questions. The County may choose to interview one, all, or none of the respondents, at its option. The County will then rank the remaining "most" qualified respondents in order to identify a "best value".

1.1.3 The ranking will result in a recommendation by the selection committee to the Commissioners Court (hereinafter "Court") of the highest ranked respondent.

1.2 **DEFINITIONS AND SPECIAL CONCERNS:**

1.2.1 **Understanding of Building/Pre-Bid Walk-Through:** The documents in this proposal define the minimum scope of wayfinding and signage necessary to enable the public to efficiently navigate the environment and identify destination points. It is expected that the proposer will improve on the effectiveness of wayfinding and signage in their proposal, design, and installation. In order to fully experience the environment, Broadus & Associates will be providing a mandatory pre-bid walk-through tour of the new Government Center September 14 at 3:30 p.m.

- 1.3 **OWNER'S OBJECTIVES:** Hays County is constructing the new Government Center located at 712 S. Stagecoach Trail, San Marcos, Texas. The anticipated completion date for the new Government Center is December 5, 2011. Eighteen departments currently operating at eight different locations throughout San Marcos will be moving to the new Government Center beginning November 2011. The public will enter the building after December 5th, at which time signage should be in place.

1.3.1 Exterior and vehicular wayfinding and signage should define the public vs. employee parking, instruct the public clearly to navigate to the Tax Assessor drive through, identify employee, public entry, hours, employee/authorized entries, at minimum.

- 1.3.2 Interior signage shall be ADA compliant, and along with enabling the public to efficiently navigate the building, will be coordinated with maps at the public entrance, major interior decision points, standardized "you are here" maps and/or building layout maps what lies ahead at decision points. Map production shall be by others, but it is a part of this proposal to offer professional advice on and review of map content that will supplement the wayfinding and signage in this contract.
- 1.3.3 Interior Digital /electronic messaging design/hardware/software/installation is not a part of this request for proposal, and will be addressed after this proposal is accepted.
- 1.4 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) after the solicitation is completed.
- 1.4.1 The County strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 1.5 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be a County-issued Purchase Order with the County's Standard General Conditions, a copy of which is attached to this RFP as Appendix E. The County reserves the right to amend the attached contract at any time during the procurement process, in which an addendum will be issued as described in Section 1.6 of this RFP, and during the contract negotiation process.
- 1.5.1 Your company is expected to agree to the terms and conditions in the Contract without significant modification. If you desire to make any changes to the Contract, you must provide the specific language changes requested as part of your proposal. Any significant modification of the Contract will be viewed unfavorably by Hays County in the evaluation of your Proposal in relation to other bidders. In the event of any discrepancy between the terms of the Contract and the terms of this RFP, your company shall use the terms in the Contract as the basis for your response as the terms of the Contract will govern your company's relationship with Hays County upon execution.
- 1.6 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the County as an addendum. All such addenda issued by the County before the Proposals are due are part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposal.
- 1.6.1 Respondents shall consider only those clarifications and interpretations that the County issues by addenda two (2) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the County and should not be relied on in preparing Proposals.
- 1.7 **SUBMISSION OF PROPOSALS:**
- 1.7.1 **DEADLINE AND LOCATION:** The County will receive Proposals until Monday, September 26, 2011, up to 2:00 PM local time at the Hays County Purchasing Department Office. Proposals shall be addressed to:

Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666
Phone: (512) 393-2273
Email: cindym@co.hays.tx.us

- 1.7.2 If the County elects to interview any of the respondents, interviews will be held Tuesday, September 27 and/or Wednesday, September 28. The respondent will have approximately one hour to present its Proposal and answer questions. The meeting will be a private meeting with the selection committee, Commissioner(s), Broaddus & Associates, and respondent.
- 1.7.3 Submit one (1) original and six (6) complete copies of the entire Proposal with one (1) complete consolidated electronic copy of files in PDF format on CD-ROM or flash drive.
- 1.7.4 Late Proposals will be returned unopened to the respondent.
- 1.7.5 The Owner will not acknowledge or accept Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.7.6 Properly submitted Proposals will not be returned to respondents.
- 1.7.7 Proposal materials shall be enclosed in a sealed envelope (or box or other sealed container) addressed to Cindy Maiorka, Purchasing Agent. The package shall clearly identify the RFP number, the submittal deadline, and the name and return address of the respondent.
- 1.7.8 Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud at 2:30 PM local time on Monday, September 26, 2011, at the Hays County Purchasing Department.

1.8 POINT-OF-CONTACT:

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

Bob Hinkle, Sr. Project Manager
Broaddus & Associates
1301 S. Capital of Texas Highway, Suite A302
Austin, TX 78746
Phone: (512) 347-3653
Email: cnewsom@broaddusassociates.com

With a copy to:

Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666
Phone: (512) 393-2273
Email: cindym@co.hays.tx.us

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

- 1.9 **INQUIRIES AND INTERPRETATIONS:** Inquiries regarding this RFP must be in written form only, and must be received by 5:00 PM local time on September 20, 2011. Inquiries may be mailed or emailed. All inquiries must include contact person, address and email address. Responses to inquiries will be posted online only. Inquiries must be submitted to the contacts identified in Section 1.8.

Responses to inquiries which materially interpret or change this RFP will be issued by addendum which can only be viewed at www.co.hays.tx.us. From this home page select County Directory located across the top of the webpage, then select Purchasing to navigate to the Purchasing webpage. From the Purchasing webpage, select Bid Listings located directly beneath the primary contact information in the center of the page. All addenda issued by the County prior to the Proposals submission deadline shall be considered part of the RFP, and respondents are required to consider and acknowledge receipt of each addendum in their Proposal.

- 1.10 **EVALUATION OF PROPOSAL:** The evaluation of the Proposals shall be based on the requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the County. The award will be based on best overall value to the County.

- 1.11 **SCHEDULE:**

Issue RFP	September 6, 2011
Mandatory Prebid Walk-thru Meeting Onsite	September 14, 2011
Written Inquiries must be received by	September 20, 2011
Responses to inquiries by	September 22, 2011
Proposals Due	September 26, 2011
Interviews of Selected Firm, if necessary	September 27-28, 2011
Court Approval of Wayfinding and Signage Proposal	October 4, 2011

- 1.12 **OWNER'S RESERVATION OF RIGHTS:** The County may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, and to reject any and all Proposals and temporarily or permanently abandon the Project. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 1.13 **LOCAL BUSINESS PARTICIPATION:** It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for Locally Owned Businesses and labor in all contracts.
- 1.14 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the County.

- 1.15 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.
- 1.16 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed formal business organizations may submit a Proposal, unless the respondent expressly states in writing in the Proposal that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 2 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 2 formatted as directed in Section 3. Incomplete responses will be considered non-responsive.

The criteria for evaluation of Proposals will be based on the factors summarized below.

2.1	Respondent's Financial Resources to Perform the Work within the Time Projected	10%
2.2	Respondent's Source and Location of Fabrication	12%
2.3	Respondent's Wayfinding Narrative Relative to 1.3 Owner's Objective	25%
2.4	Respondent's Scheduling for this Project	5%
2.5	Respondent's Demonstrated Past Performance on Similar Projects	13%
2.6	Respondent's Pricing and Delivery Program	35%
		100%

2.1 CRITERIA ONE: RESPONDENT'S DEMONSTRATED CAPABILITY AND FINANCIAL RESOURCES TO PERFORM THE WORK WITHIN THE TIME PROJECTED

- 2.1.1 Each respondent shall provide the legal name of the company and address of the office that would be providing the service.
- 2.1.2 Each respondent shall provide a copy of your company's financial statements for the past three (3) years.
- 2.1.3 Each respondent shall provide copies of Dunn and Bradstreet reports, bank and supplier credit references, or other documentation sufficient to demonstrate its financial capability to deliver this project.
- 2.1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 2.1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.
- 2.1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

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

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

2.2 CRITERIA TWO: RESPONDENT'S SOURCE AND LOCATION OF FABRICATION

2.2.1. Provide identity of fabricator/manufacturer, if not your firm.

2.2.2. Provide location of fabrication, method of delivery.

2.3 CRITERIA THREE: RESPONDENT'S WAYFINDING NARRATIVE TO 1.3 OWNER'S OBJECTIVES

2.3.1. State overall strategy in enhancing the public's experience in navigating the building.

2.3.2. Analyze challenges and suggest solutions for informing the public to their destinations, awareness of Dining area, exiting the front of the building in lieu of east and west employee's entrances.

2.3.3. Define best practice for informing the public of building rules (ex., "no handguns", "no smoking", "building under surveillance").

2.3.4. Advise on best coordination between wayfinding and signage in this proposal and digital messaging signage, published maps, optional kiosks.

2.4 CRITERIA FOUR: RESPONDENT'S SCHEDULING FOR THIS PROJECT

2.4.1 Create a schedule identifying:

2.4.1.1 Design and approval process

2.4.1.2 Production

2.4.1.3 Delivery and installation

2.5 CRITERIA FIVE: DEMONSTRATED PAST PERFORMANCE ON SIMILAR PROJECTS

2.5.1 Each respondent shall provide a list maximum of three (3) projects for which your company has provided Wayfinding and Signage which are most related to the Government Center move. Identify the Project Manager for each project referenced.

2.5.2 For each of the referenced projects, provide the following information: client(s) name, client type(s); client's contact person(s) and telephone number(s); cost of work

2.5.3 List all previous experience and projects your firm has had with Hays County and/or Broaddus & Associates. Provide the experience or project dates and a brief description of the experience or project.

2.5.4 Provide reference letters from three (3) clients that describe your performance on Wayfinding and Signage design, fabrication and installation.

2.6 CRITERIA SIX: REPONDENT'S PRICING AND DELIVERY PROPOSAL

2.6.1 Complete the attached "Pricing and Delivery Proposal" form.

CRITERIA SIX: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: LEWIS SIGN BUILDERS, INC.
(Respondent's Company Name)

To: Cindy Maiorka
Hays County Purchasing Department, Suite 101
111 E. San Antonio Street
San Marcos, TX 78666

Project Name: Government Center Wayfinding and Signage
RFP No.: 2011-P19

Having carefully examined all the requirements of this RFP, the proposed form of Agreement with General Conditions, and any attachments to them, the undersigned proposes to furnish Wayfinding and Signage as required for this Project on the following terms:

- 2.6.2 RESPONDENT'S LUMP SUM PRICING BY SCOPE: Using the scope of work identified in Section 4 of this RFP, the Respondent shall identify a Lump Sum Fee Proposal, pursuant to the General Conditions, itemized for information by the following Section 4 categories:

EXTERIOR IDENTITY AND WAYFINDING SIGNAGE	\$ 20,780
SIGNAGE ON STOREFRONT DOOR GLAZING	\$ 1,000
DEPARTMENTAL SIGNAGE	\$ 33,110
ADA SIGNAGE	\$ 40,324
Respondent's Total Lump Sum Fee Proposal	\$ 95,214.-

- 2.6.3 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

- 2.6.4 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the County as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the County in a Notice to Proceed. The County reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

- 2.6.5 Respectfully Submitted and Certified By:

Brandon Hall
(Respondent's Printed Name)

B Hall
(Authorized Signature)

VP
(Title)

9/26/11
(Date)

SECTION 3 – FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS:

- 3.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- 3.1.2 Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, financial statements and reports, Pricing and Delivery Proposal, Execution of Offer, and Felony Conviction Notification do not count as printed pages.
- 3.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 3.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the County.
- 3.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 3.1.6 The County makes no representations of any kind that an award will be made as a result of this RFP. The County reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in County's best interest.
- 3.1.7 Respondent's Proposal shall include a cover, table of contents, divider sheets, and responses to each of the criteria identified in Section 2 of the RFP. Proposals shall consist of answers to questions identified in Section 2 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
- 3.1.8 Each respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its Proposal. The Execution of Offer must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.
- 3.1.9 Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 5). The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.
- 3.1.10 Each respondent must complete, sign and return the attached Section 6, Felony Conviction Notification, as part of its Proposal. The Felony Conviction Notification must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the Proposal. Failure to sign and return this form will subject a respondent's Proposal to disqualification.

- 3.1.11 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

- 3.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. 11" x 17" paper may be used, if it is folded and bound into the 8 1/2" x 11" Proposal. DO NOT USE METAL-RING HARD COVER BINDERS.
- 3.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 2 of this RFP will be used by the County for evaluation.
- 3.2.3 Separate and identify each criteria response to Section 2 of this RFP by use of a divider sheet with an integral tab for ready reference. The last tab should contain a completed and executed copy of the Execution of Offer Letter, a completed and executed copy of the Felony Conviction Notification as well as certifications from the company's insurance agents.

3.3 TABLE OF CONTENTS:

- 3.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Proposal.

3.4 PAGINATION:

- 3.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.).

3.5 ELECTRONIC MEDIA:

- 3.5.1 One electronic media copy of the Proposal in Adobe PDF format in either a flash drive or CD form shall be submitted.

3.6 FINANCIAL STATEMENTS:

- 3.6.1 In providing the required documents in response to Criteria 2.1.2 and 2.1.3, it is acceptable to submit only one (1) copy of the requested financial statements and financial capability reports in a separate sealed envelope directed to the attention of Cindy Maiorka, Purchasing Agent. The outside of the sealed envelope must include the words "CONFIDENTIAL DOCUMENTS ENCLOSED." These documents will not be subject to open records. If financial statements and financial capability reports are submitted separately, make reference of this in your response to notify all evaluators.

3.7 BONDS & INSURANCE INSTRUCTIONS:

- 3.7.1 Attach a letter of intent from a bonding agent indicating the respondent's bond ability for the Government Center Wayfinding and Signage.

3.7.2 Attach a sample certificate of insurance or a letter of intent from an insurance company indicating the insurability of the respondent for the Government Center Wayfinding and Signage.

3.7.3 The surety and insurance companies shall each acknowledge that the company may be covered for one hundred percent (100%) of the amount of the contract.

3.8 BONDS & INSURANCE REQUIREMENTS:

3.8.1 The Wayfinding and Signage provider shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

Workers' Compensation:	Statutory
Comprehensive General Liability:	(Including Contractual Liability)
a) Bodily Injury:	\$500,000.00 each occurrence
b) Property Damage:	\$100,000.00 each occurrence
Comprehensive Automobile Liability:	(Any auto, hired auto, non-owned auto)
a) Bodily Injury:	\$250,000.00 each person
	\$500,000.00 each occurrence
b) Property Damage:	\$100,000.00 each occurrence
General Liability Umbrella Policy:	Not Required

3.8.2 must provide Mover's Liability Insurance for damage to property at \$0.60 per pound per article except if additional full-coverage valuation coverage is purchased by the County.

3.8.3 The Wayfinding and Signage provider must meet the following requirements:

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

3.8.4 The Wayfinding and Signage provider shall deliver to the County:

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

3.8.4.2 Replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Wayfinding and Signage provider fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Wayfinding and Signage provider; and

3.8.4.3 The insurance certificates must name the County and Broaddus & Associates as an Additional Insured, with the exception of Workers' Compensation, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the premium to maintain coverage; and

- 3.8.4.4 The insurance certificates must contain a Waiver of Subrogation in favor of the Owner and an additional insured endorsement for General Liability; and
 - 3.8.4.5 The required insurance policies required in this RFP shall be kept in full force and effect for the period of this contract; and
 - 3.8.4.6 The Wayfinding and Signage provider shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.
- 3.8.5 The Wayfinding and Signage provider shall meet the following bonding requirements:
- 3.8.5.1 The Wayfinding and Signage provider shall provide evidence satisfactory to the County of bonding capacity in the amount of one hundred percent (100%) of the successful respondent's fee amount; and
 - 3.8.5.2 The Wayfinding and Signage provider shall provide a bid bond in the amount of five percent (5%) of the successful respondent's fee amount to the County submitted with the Proposal; and
 - 3.8.5.3 The Wayfinding and Signage provider shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contract. The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount equal to the value of the Contract. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Hays County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than ten (10) percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Wayfinding and Signage provider shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Hays County; and
 - 3.8.5.4 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.


SECTION 4 - SPECIFICATIONS FOR THE RFP

- 4.1 **GENERAL:** The County requests Proposals from qualified and experienced Wayfinding and Signage providers for the Government Center meeting the following minimum specifications stated in this Section.
- 4.2 **PROJECT TEAM:** The Project Team includes Hays County Commissioners Court, Broadus & Associates, and the Design Build Contractor Balfour Beatty. During installation of signage and prior to Certificate of Occupancy anticipated for December 5, 2011, the Wayfinding and Signage provider will be subject to Balfour Beatty safety rules requiring installers to wear appropriate construction apparel including hard hats, safety goggles, closed-toe shoes, etc. .
- 4.3 **SCOPE OF WORK:**

Provide Wayfinding analysis, signage design, fabrication and installation for the following categories of signage:

4.3.1.1 **EXTERIOR IDENTITY AND WAYFINDING SIGNAGE**, including, but not limited to the signage noted on Appendix A-Keyed Site Plan. Note Appendix B Site Aerial Photos for site conditions August 19, 2011.

4.3.1.2 **SIGNAGE ON STOREFRONT DOOR GLAZING** at front public entry/exit, side employee only doors, including, but not limited to:

4.3.1.2.1 Public Entrance Doors-County Seal ,  "Entrance",
"Hours 8 a.m.-5 p.m.", "No Hand Guns or
Smoking"

4.3.1.2.2 Public Exit-"Exit"

4.3.1.2.3 East and West Employees Entrance-"Employees Only"

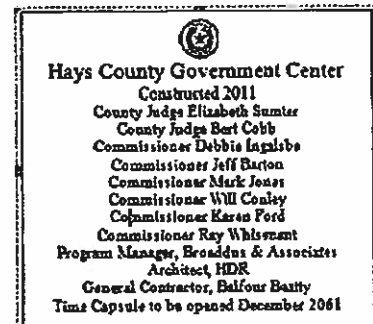
4.3.1.3 **CAST ALUMINUM PLAQUES**

4.3.1.3.1 One combination Dedication/
Time Capsule cover plaque with
following information shown to
the right as example of plaque
casting scope. See Appendix E
HDR Sheet "Time Capsule" for
installation conditions and
dimensions for the combination
plaque.

4.3.1.3.2 Ten cast aluminum County Seal
installations in the ten courtrooms
as indicated by Appendix F County Seal Elevation in Court.

4.3.1.4 **DEPARTMENTAL SIGNAGE** - Design and install departmental signage with
room numbers for the following departments/courts:

- District Courts
- County Courts at Law Courts
- I Justice of the Peace Court
- Adult Probation



- Compliance
- Constable
- District Attorney
- Juvenile Prob.
- Law Library
- District Clerk
- Auditor
- County Clerk
- Elections
- Human Res.
- Information Technology
- Tax Assessor
- Treasurer
- Grants Administrator

4.3.1.5 ADA SIGNAGE-Design and install code compliant signage which includes, but is not limited to Appendix G Road and Bridge ADA Room Signage, which is best example of Hays County acceptable signage purchased and installed within last year.

- 4.4 ANTICIPATED PROJECT SCHEDULE: Hays County's milestone events/ preliminary schedule for each department established to date include:

Court Approval of Wayfinding and Signage Proposal	October 4, 2011
Design and Installation	October 5 – December 5, 2011

- 4.5 BASIS OF COMPENSATION: Payment per terms within Appendix H Hays County General Conditions. This is a tax exempt project; tax exemption forms will be provided to the successful respondent.

- 4.5.1 The Wayfinding and Signage provider shall not pay less than the wage scale of the various classes of labor as shown on the Prevailing Wage Rates schedule included in this RFP as Appendix F. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Wayfinding and Signage provider because the Wayfinding and Signage provider pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing rate rates.

SECTION 5 – EXECUTION OF OFFER HAYS COUNTY, TEXAS

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

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or County representative in connection with the submitted Proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted Proposal or any resulting contracts, and the respondent shall be removed from all vendor lists of the County.
3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the Proposal directly or indirectly to any competitor or any other person engaged in such line of business.
5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this Proposal.
7. By signature hereon, the respondent certifies as follows:

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

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

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

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the County, or the respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the respondent.
9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref. Section 3.102, Article 601b, V.T.C.S.)
10. The respondent represents and warrants that all articles and services quoted in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
12. The respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

FEI No: 74-1996182 Charter No: 448399-0
If Sole Owner: _____ If a Corporation: _____
SS No: _____ State of Incorporation: TEXAS

Submitted By:

LEWIS SIGAN BUILDERS, INC.
(Company Name)
B. Hall 9/26/11
(Authorized Signature) (Date)
Brandon Hall VP
(Printed Name) (Printed Title)
16910 S. 11435
(Street Address)
Harris, TX 78610 512-312-4555
(County, State, Zip Code) (Telephone Number)

SECTION 6 - FELONY CONVICTION NOTIFICATION

FELONY CONVICTION NOTICE

This Notice is Not Required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name (Printed):

Lewis Sign

Authorized Company Official's Name (Printed):

Brandon Hall

******Sign Only A, B, or C******

- A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:

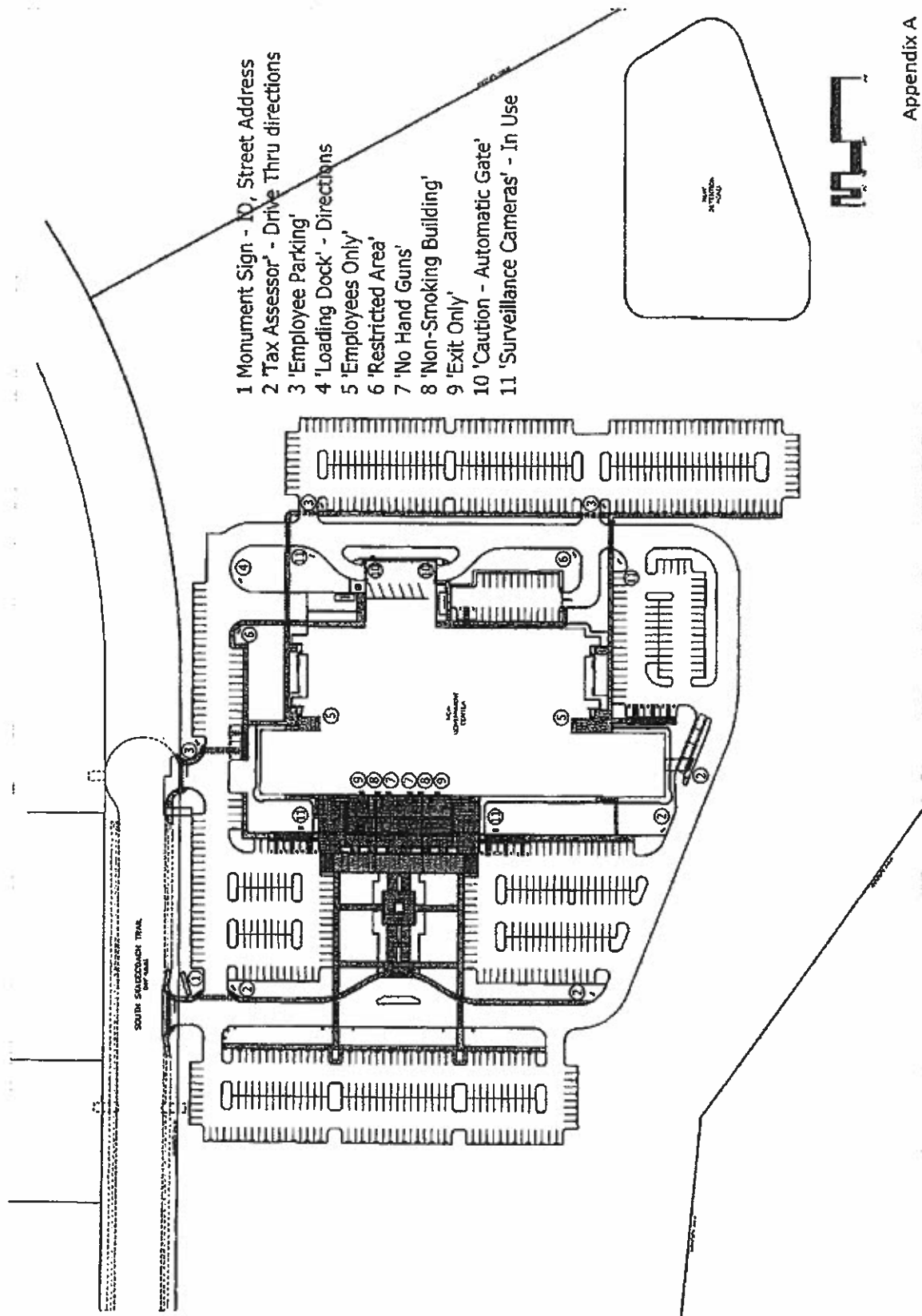
B Hall

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official:



Appendix A

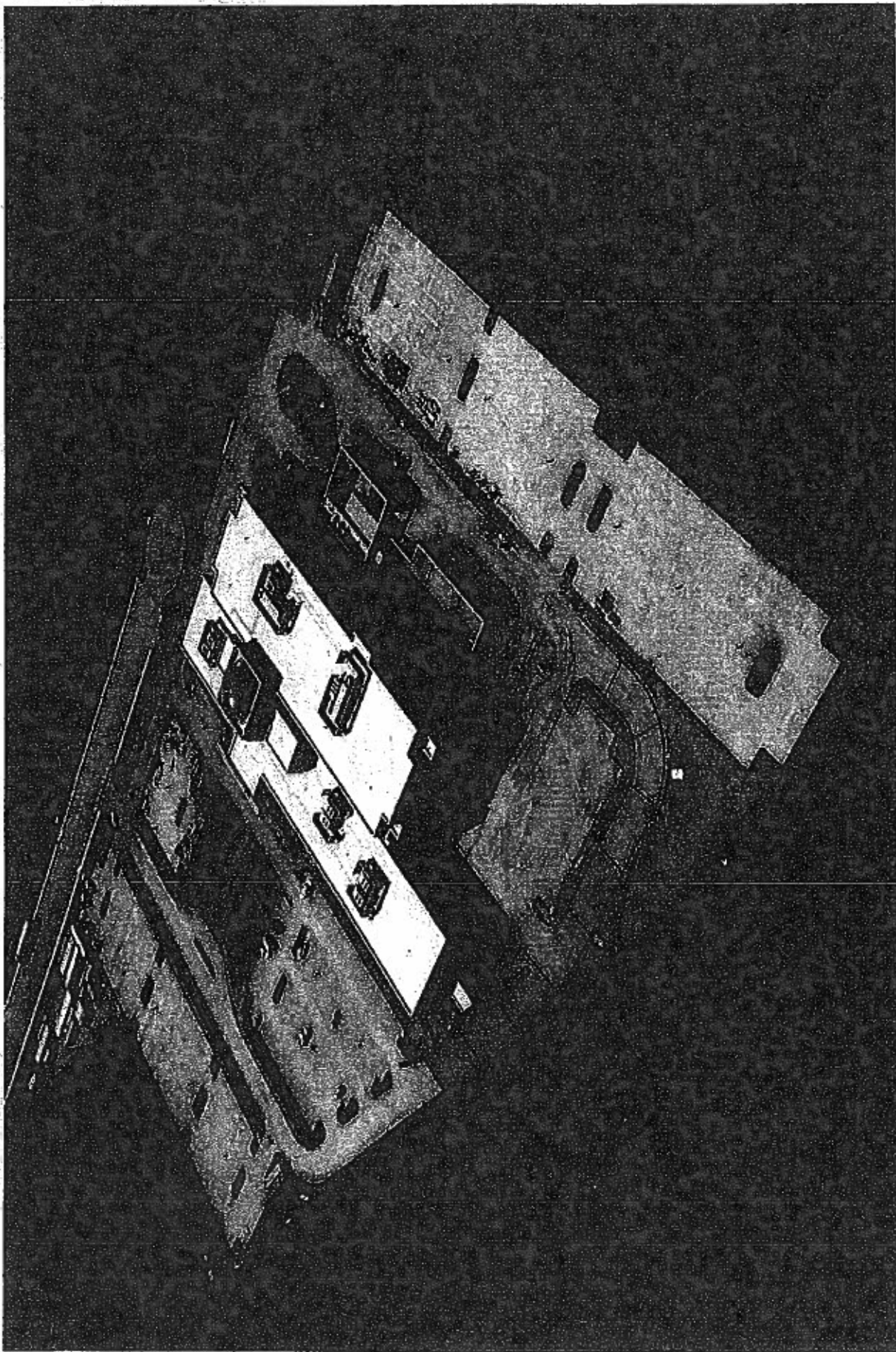


Image # 110819 6258
Date 08.19.11

Hays County Government Center

Appendix B

727.520.8181
www.aerophoto.com



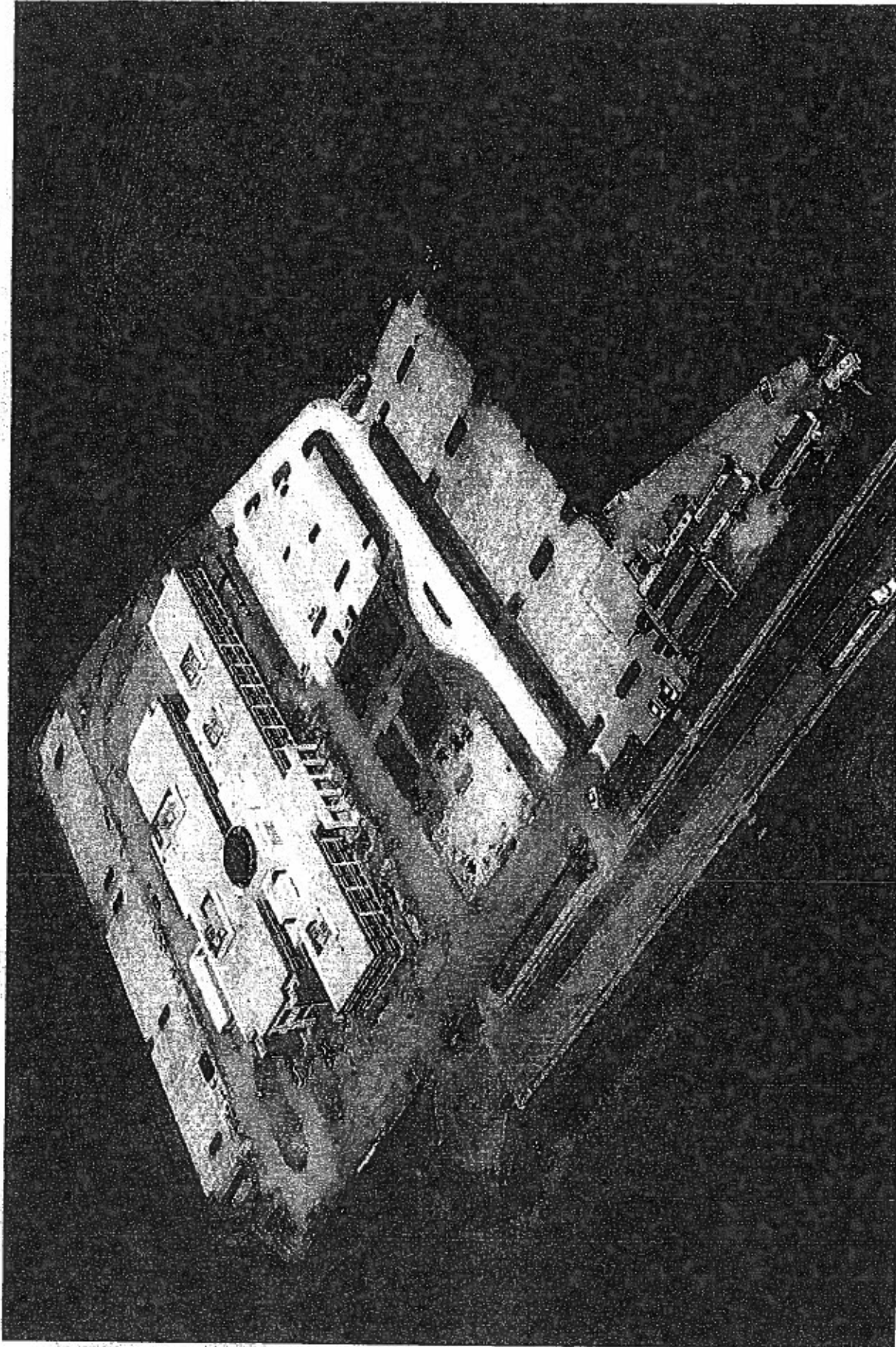


Image # 110819 6260
Date 08.19.11

Hays County Government Center

Appendix B

727.520.8181
www.aerophoto.com

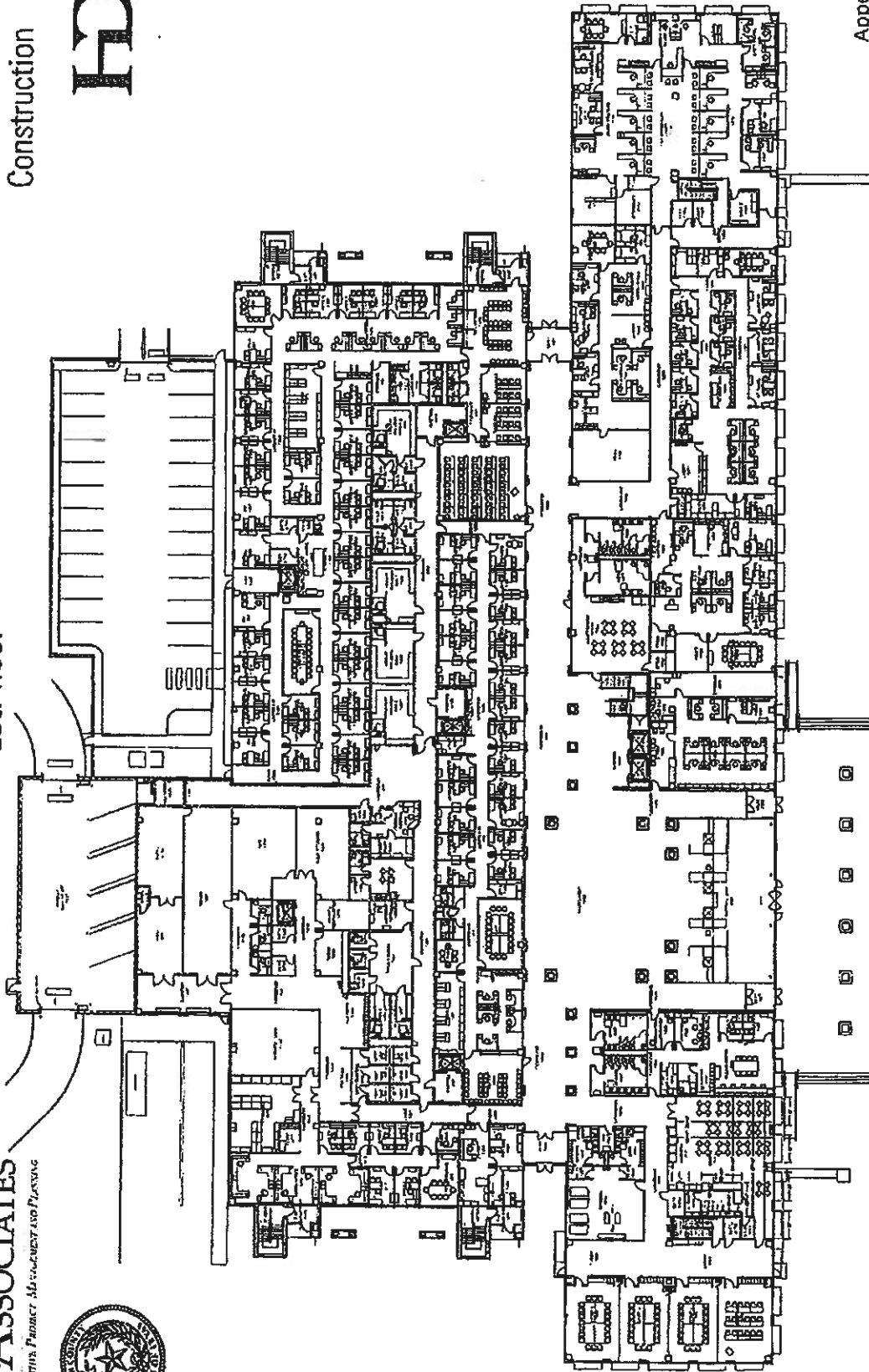




Hays Co. Government Center
1st. floor

Balfour Beatty
Construction

HDR

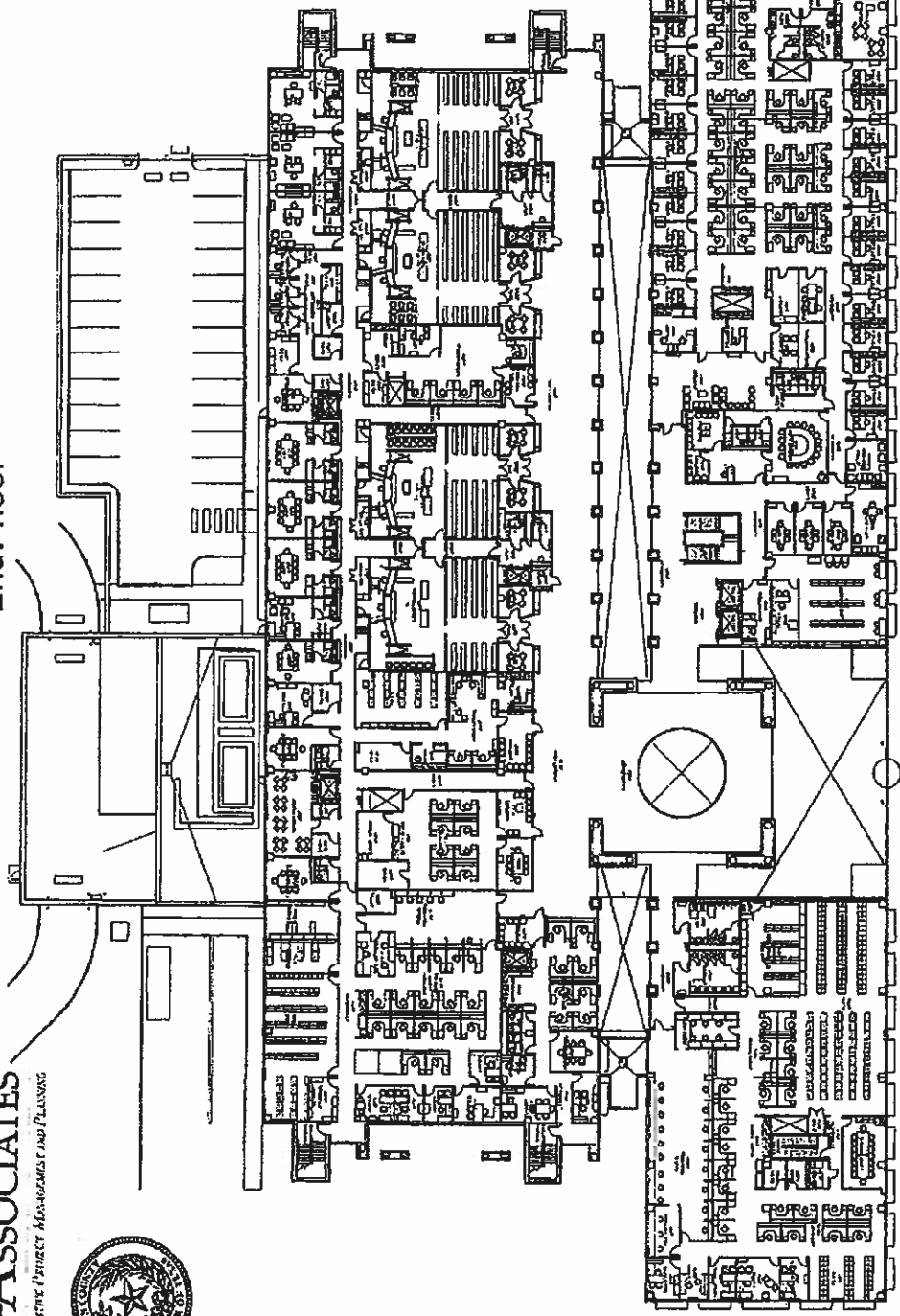




Hays Co. Government Center
2nd. floor

Balfour Beatty
Construction

HDR



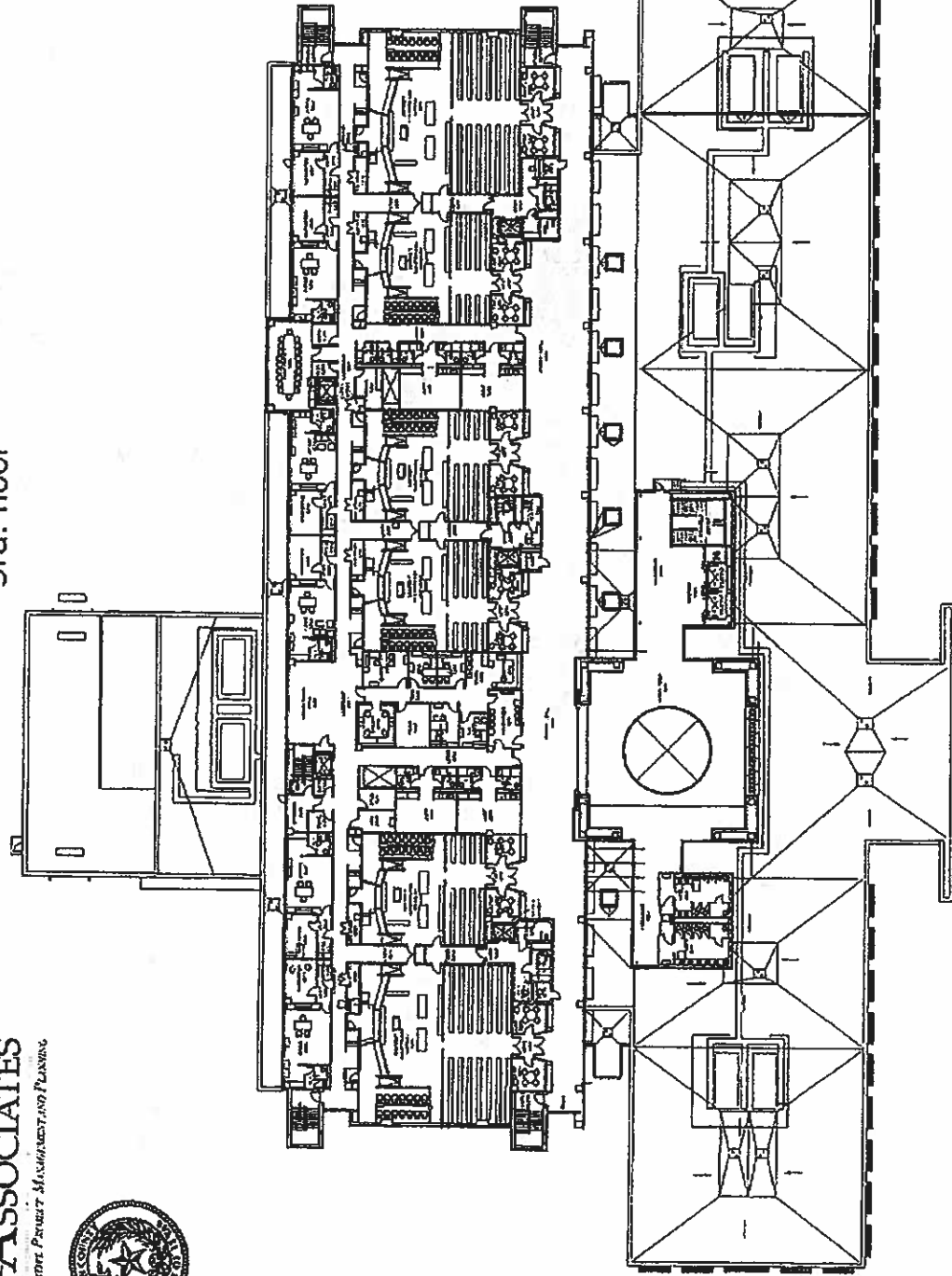
© 1998 Balfour Beatty Construction



Hays Co. Government Center
3rd. floor

Balfour Beatty
Construction

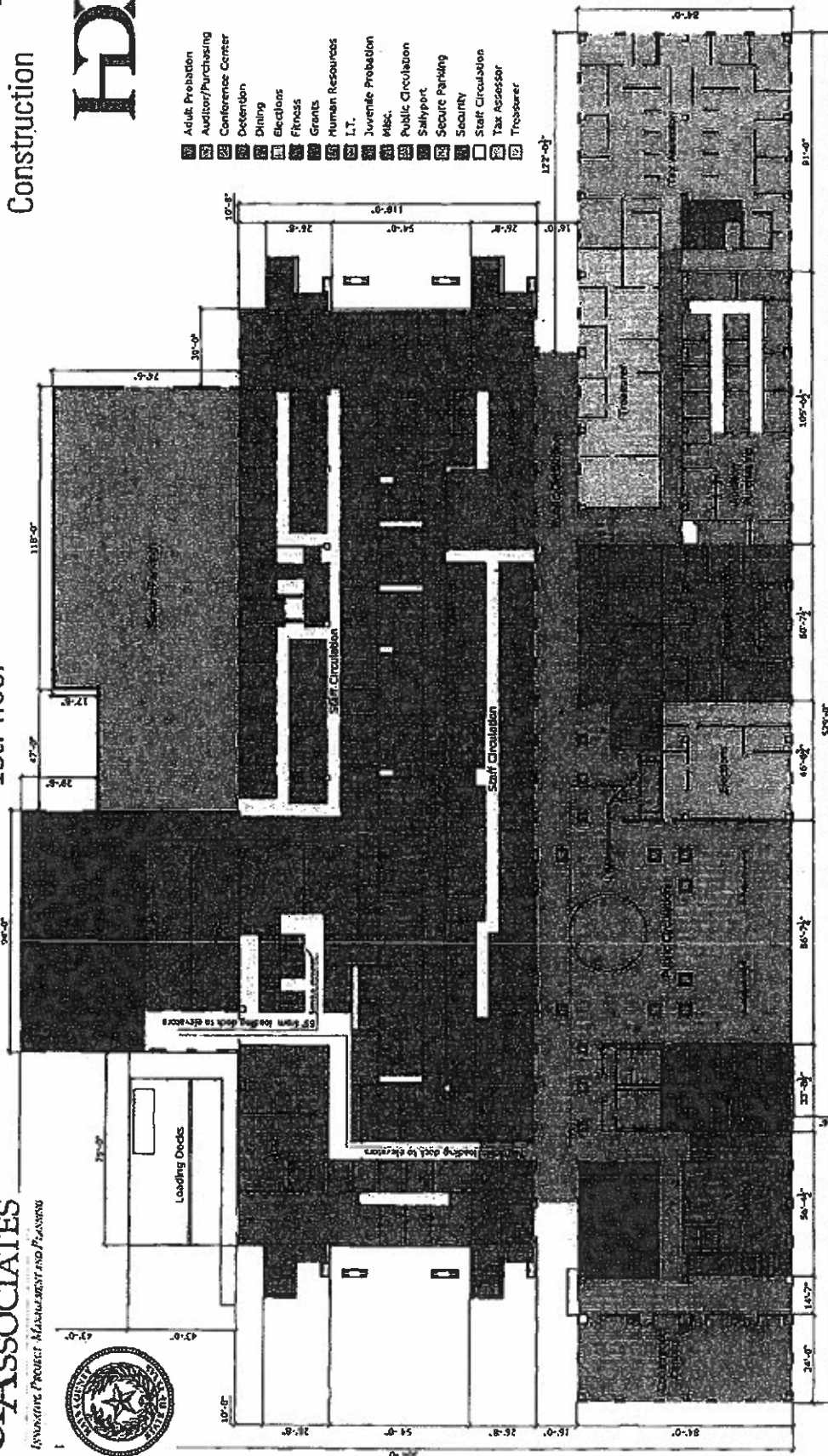
HDR



Hays Co. Government Center
1st. floor

Balfour Beatty
Construction

- | | |
|----|--------------------|
| 26 | Adult Probation |
| 27 | Auditor/Purchasing |
| 28 | Conference Center |
| 29 | Detention |
| 30 | Dining |
| 31 | Elections |
| 32 | Fitness |
| 33 | Grants |
| 34 | Human Resources |
| 35 | I.T. |
| 36 | Juvenile Probation |
| 37 | Misc. |
| 38 | Public Circulation |
| 39 | Sallyport |
| 40 | Secure Parking |
| 41 | Security |
| 42 | Staff Circulation |
| 43 | Tax Assessor |
| 44 | Treasurer |



Appendix D

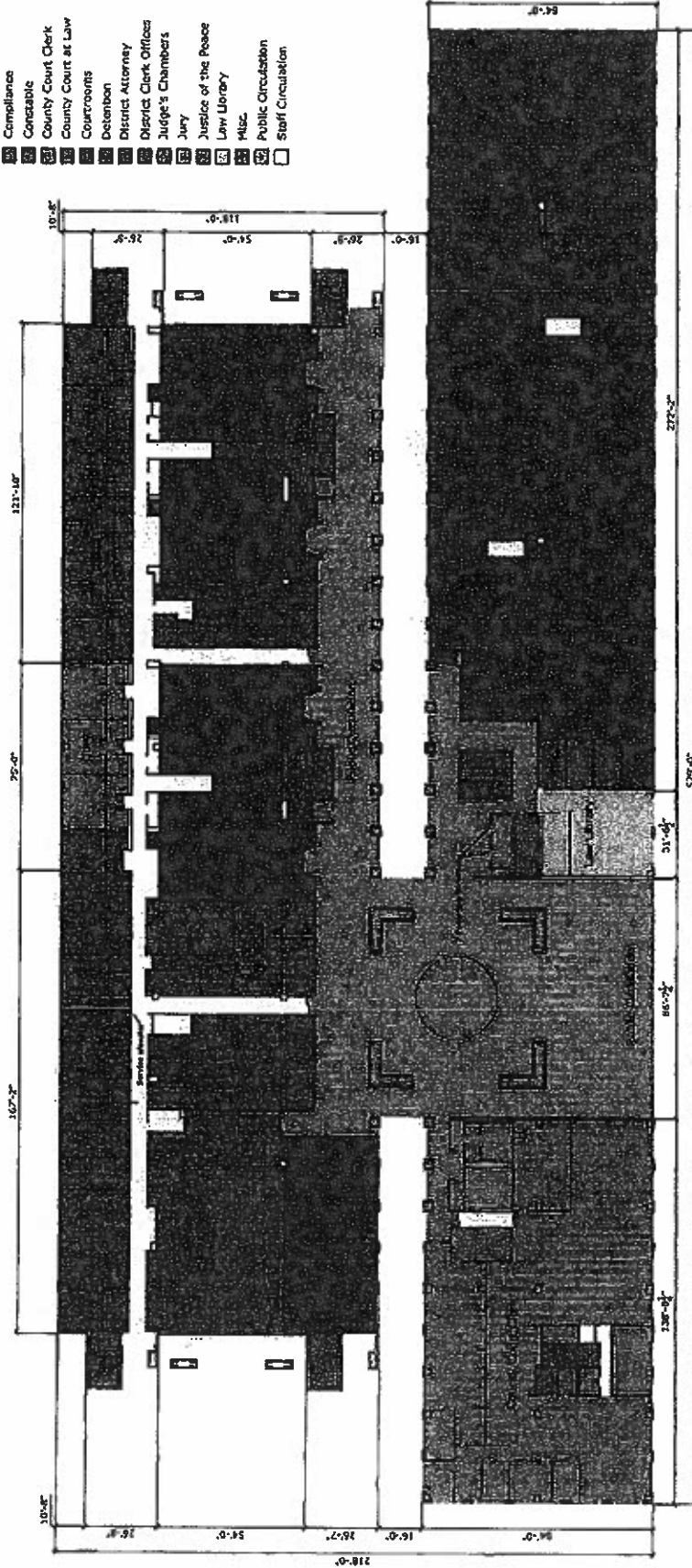
Hays Co. Government Center
2nd. floor

Balfour Beatty
Construction



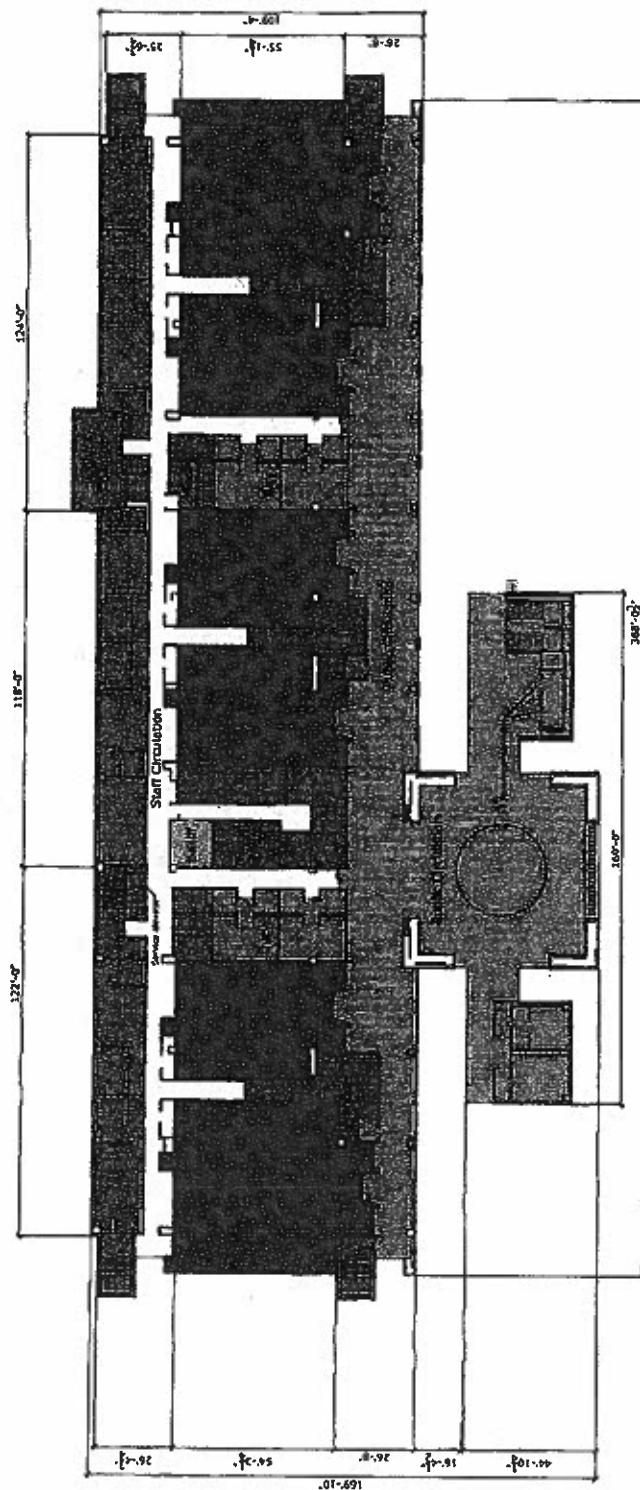
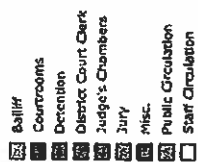
HDR

- 10 Compliance
- 11 Concubine
- 12 County Court Clerk
- 13 County Court at Law
- 14 Courtrooms
- 15 Detention
- 16 District Attorney
- 17 District Clerk Offices
- 18 Judge's Chambers
- 19 Jury
- 20 Justice of the Peace
- 21 Law Library
- 22 Misc.
- 23 Public Circulation
- 24 Staff Circulation

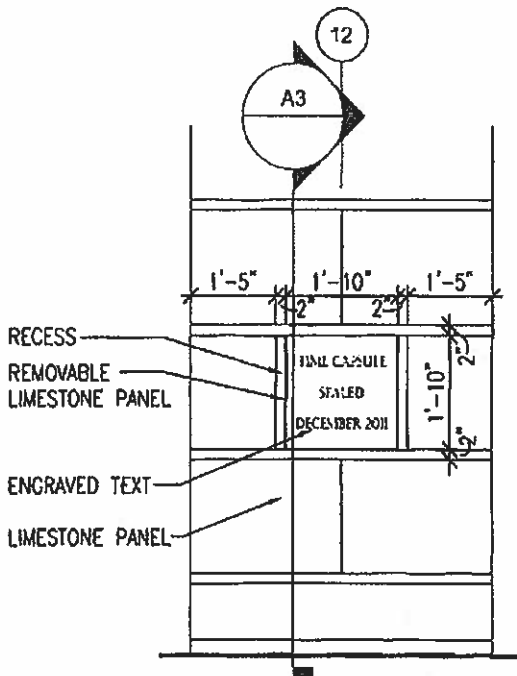




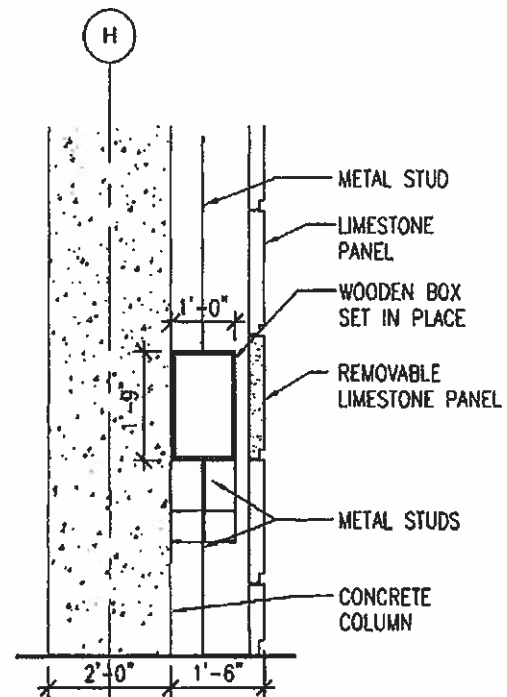
Balfour Beatty
Construction



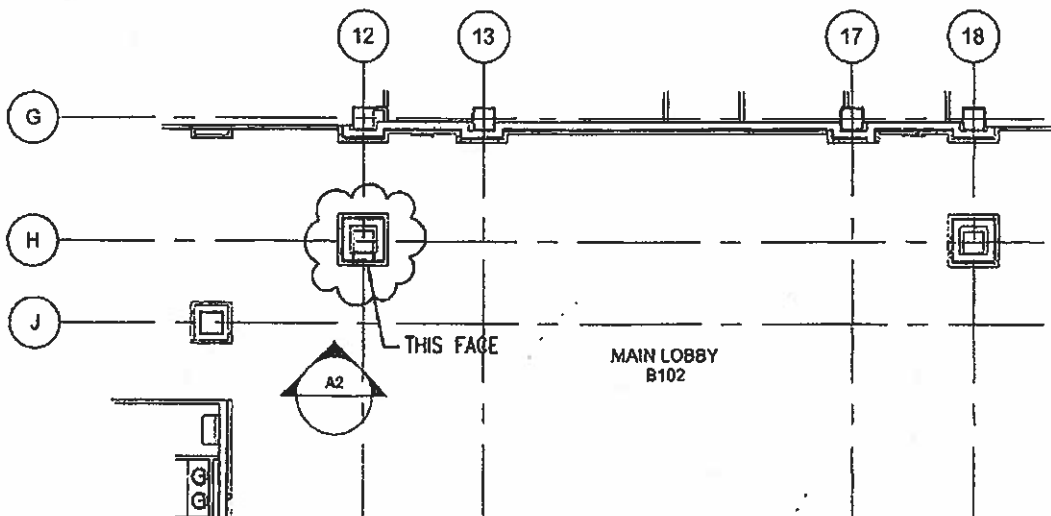
Appendix D



A2 ELEVATION
3/8" = 1'-0"



A3 SECTION
3/8" = 1'-0"



A1 PARTIAL FLOOR PLAN - 1ST FLOOR LOBBY
1/16" = 1'-0"



Project Title
**HAYS COUNTY
GOVERNMENT CENTER**

Sheet Title
TIME CAPSULE

Project Number
120168

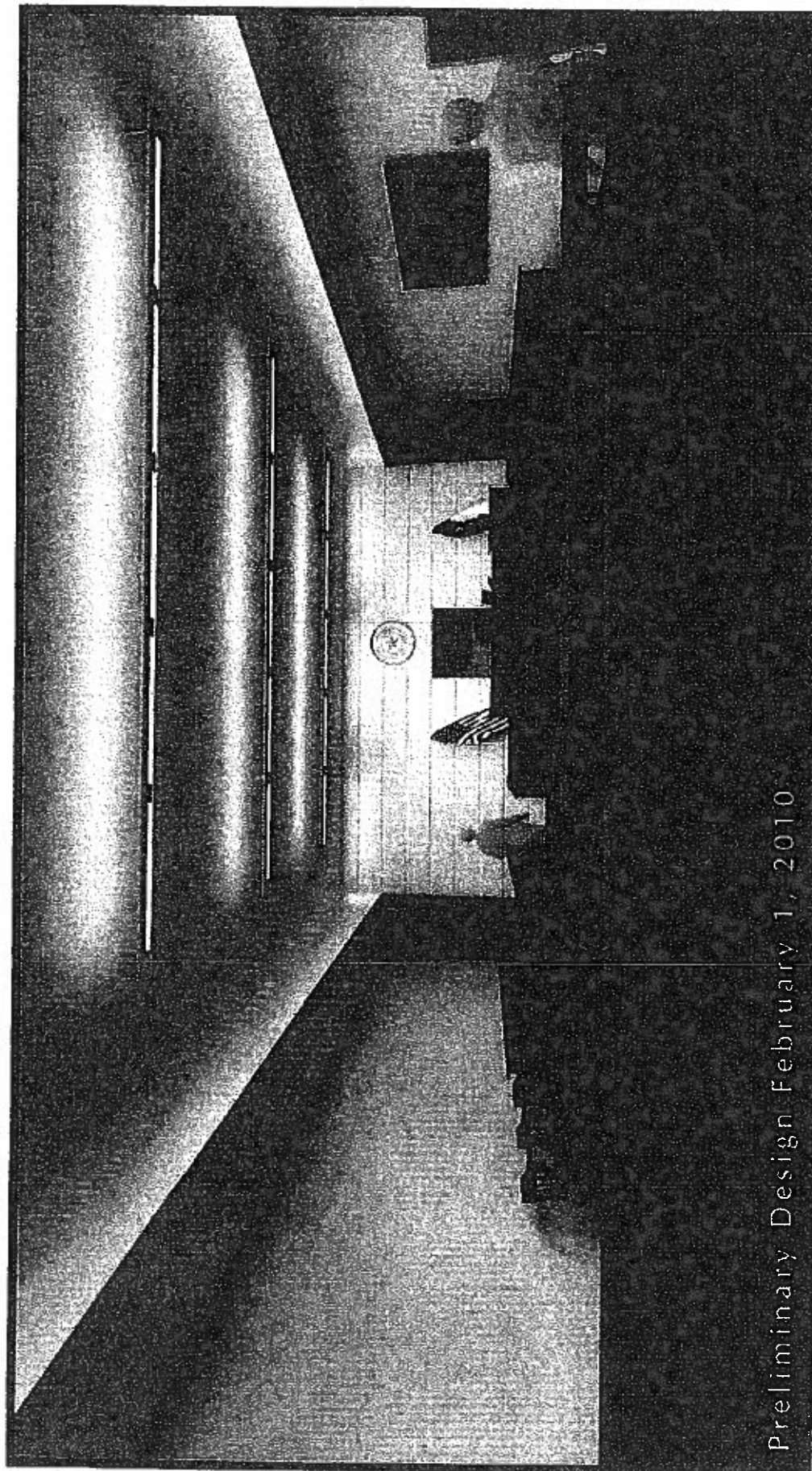
Project Manager
CURT PARDE

Date
11-23-2010

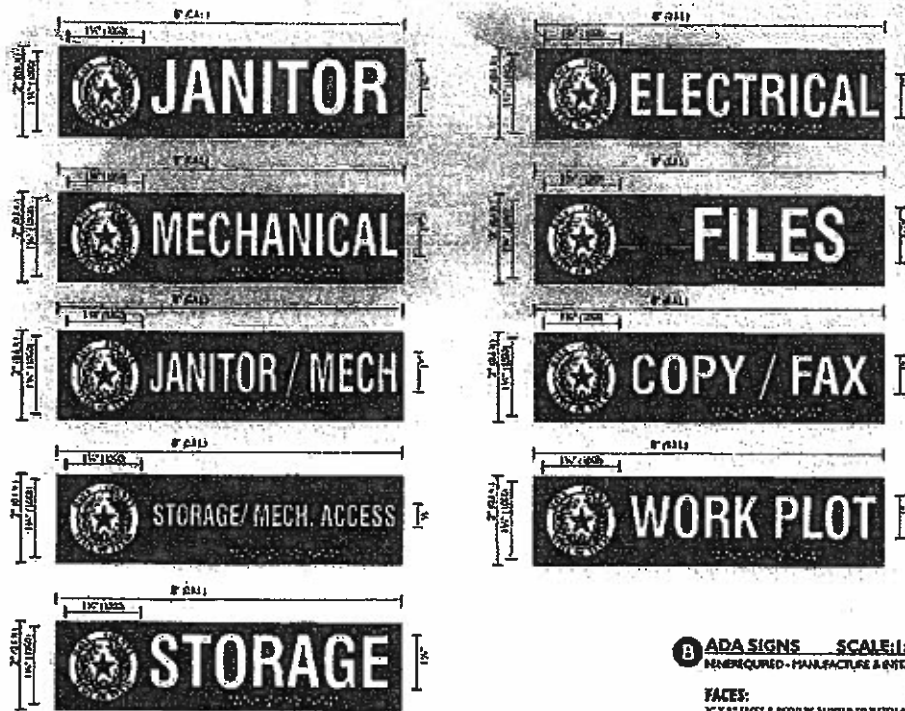
Reference Sheet

Reference Document

Sheet Number

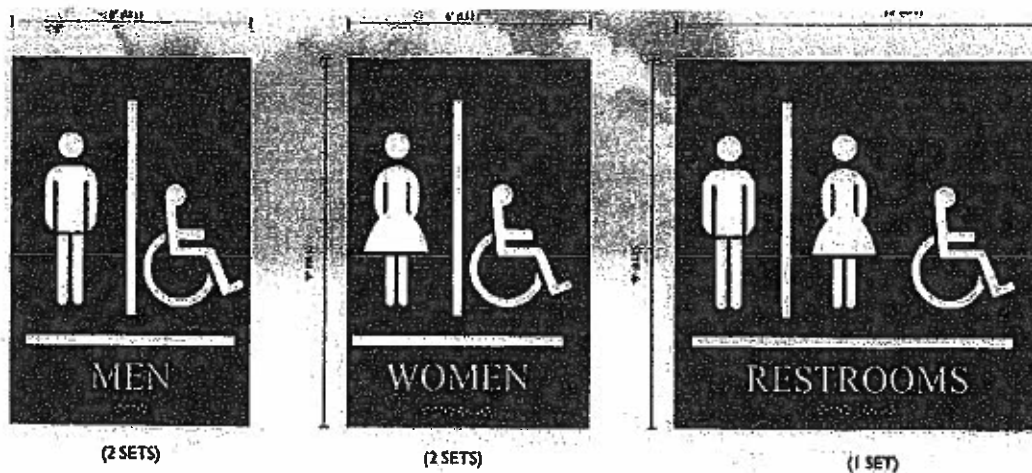


Preliminary Design February 1, 2010



B ADA SIGNS SCALE: 1:2 = 1'-0"
TIME REQUIRED - MANUFACTURE & INSTALL

FACES:
2" X 8" FACES & DETAILS PAINTED TO MATCH *ON BROWN,
WHITE LASER GRAPHICS / EASTER BUALE / SCALE PLANT (LOGOS) (1 SETS)



G ADA SIGNS SCALE: 1:2 = 1'-0"
TIME REQUIRED - MANUFACTURE & INSTALL

FACES:
6" X 8" FACES & DETAILS PAINTED TO MATCH *ON BROWN,
WHITE LASER GRAPHICS / EASTER BUALE (1 SETS)
1" X 8" FACES & DETAILS PAINTED TO MATCH *ON BROWN,
WHITE LASER GRAPHICS / EASTER BUALE (1 SETS)

1. GENERAL DEFINITIONS:

- (a) "Auditor" means the Hays County Auditor or his/her designee.
- (b) "Commissioners Court" means Hays County Commissioners Court.
- (c) "Contract" means the contract awarded pursuant to the Invitation for Bids.
- (d) "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- (e) "County" means Hays County, Texas, a political subdivision of the State of Texas.
- (f) "County Building" means any County owned buildings and does not include buildings leased by County.
- (g) "Is doing business" and "has done business" mean:
 - (1) Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (2) Lending or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - (3) But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- (h) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- (i) "Purchasing Manager" means the Hays County Purchasing Manager.
- (j) "Sub-contractor" means a person or firm doing business with a Contractor.
- (k) "FOB" means Free on Board and indicates that the supplier pays shipping and insurance costs from the point of manufacture or procurement to its specified destination, at which point the County will take responsibility.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- (a) Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- (b) As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- (c) Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
Ste. 100, 111 E. San Antonio
San Marcos, Texas 78666
- (d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable

invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

(e) Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, 1% percent per month interest must be added at the time payments are made. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers 1% percent per month interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later: (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

- (a) Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
- (b) Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- (a) This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- (b) Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- (a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- (b) The Contractor's delivery time includes weekends and holidays.
- (c) Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- (d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- (e) The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- (f) Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.
- (g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 14. SUBCONTRACTS:**
- (a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- (b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.
- 15. ASSIGNMENT:**
- (a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.
- (b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract. If the assignment or transfer is made in compliance with the provisions of this Contract.
- (c) Contractor remains responsible for the performance of this Contract

when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- (a) No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- (b) All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another

source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect to this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

(a) The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:

(b) The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or

(c) The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

(a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:

- (1) The existence of the claim, or other action;
- (2) The name and address of the person, firm, corporation or their entity that made a claim, or that instituted any type of action or proceeding;
- (3) The alleged basis of the claim, action or proceeding;
- (4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (5) The name or names of any person against whom this claim is being made.

(b) Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This 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 Excluded Parties List System (www.epls.gov), which details a listing 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.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

(a) This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

(b) If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

(c) Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

(d) When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

(e) Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.

(f) Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

(a) Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.

(b) Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

(c) Contractor must pay all taxes and license fees imposed by the Federal

and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

(d) Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.

(e) In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

(a) This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.

(b) If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:

- (1) The Schedule of Items/Services
- (2) Terms and Conditions of Invitation for Bids;
- (3) General Provisions;
- (4) Other provisions, whether incorporated by reference or otherwise; and
- (5) The specifications.

(c) If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.

(d) This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

(e) If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

(f) Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

(g) The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

(h) Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

(a) The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- (1) Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of deliveries.
- (4) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- (5) Description of items to be provided.
- (6) Time of performance (i.e. hours of day, days of week, etc)

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a

dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

34. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

35. **INSURANCE AND LIABILITY:** Unless superceded by Special Provisions of this IFB, during the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- (a) Name County as additional insured as its interests may appear.
- (b) Provide County a waiver of subrogation.
- (c) Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- (d) Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- (e) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$100,000.00

General Liability (Including Contractual Liability):

Bodily Injury	\$500,000.00
Property Damage	\$100,000.00

Excess Liability:

Umbrella Form	Not Required
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Labor Liability

Worker's Compensation	Meeting Statutory Requirements
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**Hays County
Minimum Prevailing Wage Rates**

#	Trade	Occupational Code	Approved Rate
1	Acoustic Ceiling Installer		\$ 10.78
2	Air Conditioning Helper		\$ 8.86
3	Air Conditioning & Heating Mechanic		\$ 17.73
4	Asbestos Project Supervisor		\$ 14.49
5	Asbestos Worker, Crew Lbr		\$ 12.90
6	Asphalt Paving Machine		\$ 8.48
7	Asphalt Raker		\$ 7.33
8	Brick masons & Block masons	47-2021	\$ 17.99
9	Bricklayer, Helper		\$ 7.25
10	Broom or Sweeper		\$ 7.25
11	Bulldozer, 150 hp or less		\$ 8.10
12	Bulldozer, over 150 hp		\$ 9.78
13	Carpenter	47-2031	\$ 16.57
14	Carpenter, Superintendent		\$ 13.99
15	Carpet Installer	47-2041	\$ 12.13
16	Caulker		\$ 10.10
17	Cement Masons & Concrete Finishers	47-2051	\$ 10.52
18	Concrete Finisher, Paving		\$ 8.72
19	Construction & Building Inspectors	47-4011	\$ 8.22
20	Construction & Extraction Occupations	47-0000	\$ 9.67
21	Construction & Related Workers, All Other	47-4099	\$ 8.00
22	Construction Laborers	47-2061	\$ 13.67
23	Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel, less 1-1/2		\$ 9.75
24	Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel, over 1-1/2		\$ 9.75
25	Drywall & Ceiling Tile Installers	47-2081	\$ 14.20
26	Drywall System Finisher		\$ 9.29
27	Earth Drillers, Except Oil & Gas	47-5021	\$ 10.64
28	Electrician	47-2111	\$ 17.33
29	Electrician, Helper		\$ 7.49
30	Elevator Mechanic	47-4021	\$ 22.89
31	Equipment Operator, Heavy		\$ 12.38
32	Equipment Operator, Light		\$ 11.57
33	Fireproofing Installer		\$ 12.10
34	Explosive Workers, Ordnance Handling Experts and Blasters	47-5031	\$ 11.53
35	First-Line Supervisors/Managers of Construction Trades and Extraction Workers	47-1011	\$ 16.14
36	Flooring Layer, Resilient		\$ 8.62



LEWIS ★ SIGN

DESIGN # 09-030	
Sheet: 1 of 1	PROJECT
HAYS COUNTY GOV. CENTER	
ADDRESS	
712 S. STANBROOK ST.	
SAN MARCOS TX 78666	
Architect: BRAD LIND	
Manager: KATHY DU BOISE	
Date: 09/23/11	REVISION / DATE
<p>MANUFACTURING INSTRUCTIONS:</p> <p>Anytime before, during or after assembly, please contact Lewis & Sign for assistance. If you are having trouble, please call 1-800-855-LEWIS. If you are having trouble, please call 1-800-855-LEWIS. If you are having trouble, please call 1-800-855-LEWIS.</p> <p>These terms and conditions are subject to the terms and conditions of the contract. For complete verification of compliance, please contact Lewis & Sign at 1-800-855-LEWIS.</p> <p>The Lewis & Sign logo is a registered trademark of Lewis & Sign. All other trademarks are the property of their respective owners.</p> <p>© 2011 Lewis & Sign. All rights reserved.</p>	
<p>ELECTRICAL CONNECTION</p> <p>IF PLUGGED INTO A WALL OR CEILING, THE PLUG MUST BE USED. IF PLUGGED INTO A WALL OR CEILING, THE PLUG MUST BE USED. IF PLUGGED INTO A WALL OR CEILING, THE PLUG MUST BE USED.</p>	

6" (HALL)



**CONFERENCE
ROOM 1**

1001

A S/E WALL PLAQUE
WE USE (1) 1/2" x 1/2" x 1/2" - HARDWARE & MOUNTING

FINISHES:
PLASTIC PAINTED TO WATER-BASED #408 BROWN W/
PAUSED WHITE COPY/BRASS PAINTED DIGITALLY PAINTED
LOGO APPLIED FIRST COAT

CLIENT'S APPROVAL
Approval required before work can begin

This drawing is the property of Lewis & Sign. It is not to be used for any other purpose without the written permission of Lewis & Sign.

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.

AGENDA ITEM: Discussion and Possible action to hire a temporary Registered Nurse for the Well Child Clinic in the Personal Health Department.

CHECK ONE: CONSENT ☒ ACTION EXECUTIVE SESSION
WORKSHOP PROCLAMATION PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: Budgeted

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-00.5021

REQUESTED BY: Hargraves

SPONSORED BY: Debbie Ingalsbe

Requesting approval to hire a Registered Nurse to work in the Well Child Clinic while a current employee is on medical leave.

Will use current position salary to pay the temporary employee, as the current employee has no accrued leave to be paid from.

It is imperative this position is filled due to scheduled well child appointments, on-going immunizations, and scheduled outreach clinics for flu season.

This has been through the process with HR.

DESCRIPTION OF Item: Discussion and Possible action to hire a temporary Registered Nurse for the Well Child Clinic in the Personal Health Department.

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: Budgeted

LINE ITEM NUMBER: 120-675-00.5021

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

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 Professional Services Agreement between Hays County and RVi Planning and Landscape Architecture, related to Master Plan consulting on the Jacob's Well Project.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: \$93,000 (Already Budgeted)

LINE ITEM NUMBER OF FUNDS REQUIRED: 2007 Parks Bond

REQUESTED BY: CONLEY/HAUFF

SPONSORED BY: CONLEY

SUMMARY: Staff members considered responses to RFQs for a Master Planner last month. Two finalists were selected for interviews, and those interviews resulted in the staff's selection of RVi and recommendation that this contract be accepted and executed by the Commissioners Court.

Legal Counsel has consulted with Bonds Counsel and confirms that the use of Bond Funds for this purpose is legitimate and legal.

DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute a Professional Services Agreement between Hays County and RVI Planning and Landscape Architecture, related to Master Plan consulting on the Jacob's Well Project.

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: \$93,000 (Already Budgeted)

LINE ITEM NUMBER: 150-813-97-407.5611_700

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: I assume that this is coming from the \$400,000 set aside for Jacob's Well project.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **RVi Planning and Landscape Architecture** (hereinafter "Consultant"), whose primary place of business is located at 712 Congress Avenue, Suite 300, Austin, TX 78701, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 4th day of October, 2011 (hereinafter "Effective Date"). The County and Consultant (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

The objective of the Project is the preparation of a development master plan for the Jacob's Well Natural Area. The 81-acre property is located in western Hays County and includes the historic Jacob's Well, an artesian spring feeding Cypress Creek with an extensive underground cave network. The master plan will guide future development, activities and resource management of the property in concert with conservation values. See Exhibit D for project boundary.

2. SERVICES

Consultant agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jeff Hauff, Hays County Grants Administrator and/or Mark Kennedy, Legal Counsel for the Hays County Commissioners Court ("County Representatives"); and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. SCHEDULE

The parties agree that the Work shall be completed in accordance with the Schedule set forth in Exhibit "E". The Schedule will be a guideline, and Consultant will be diligent in the work effort; however, certain factors and events may be beyond Consultant's control. Consultant will keep County informed as to the progress and will notify County of any changes in the schedule and the reasons for any changes. It is anticipated that work will be completed no later than May 1, 2012.

5. COMPENSATION

Consultant will be compensated for the Work on a fixed fee basis, the terms of which are cited in Consultants rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Consultants rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Consultant a total fee not to exceed ninety thousand dollars (\$90,000.00_USD) for the Work under this Agreement, plus reimbursable expenses as set forth in Exhibit "B," not to exceed three thousand dollars (\$3,000.00 USD)

6. PAYMENT

Consultant shall invoice the County for the Work performed under this Agreement on a monthly basis, based on percentage of work completed, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Consultant's address stated in Section 8, below. The County shall owe Consultant an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. ACCEPTANCE OF WORK

The County Representatives named in Section 2, above, or the Hays County Commissioners Court, may, in their sole discretion, accept or decline any deliverable (i.e. work product) provided by Consultant to County, including but not limited to a final Master Plan. If any deliverable is not accepted under this Agreement, then the County shall provide Consultant with sufficient feedback to correct deficiencies in the deliverable at issue, which shall be done within a reasonable time. The Parties agree that the County may reasonably dispute invoices related to deliverables that have not been accepted pursuant to this Section.

8. NOTICE (GENERAL)

All notices issued by Consultant under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: Bert Cobb, M.D.; County Judge; 111 E. San Antonio, Suite 300, San Marcos, Texas 78666; Facsimile - (512)393-2248; Email - bert.cobb@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Consultant at: Barbara Austin, 712 Congress Avenue, Suite 300, Austin, Texas 78701; Facsimile - (512) 480-0617; Email-baustin@rviplanning.com. Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Consultant agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Consultant's work or until this Agreement is otherwise considered completed as a matter of law, Consultant shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Consultant's field of employment and for the type of services that are being performed by Consultant under this Agreement.

10. MUTUAL INDEMNITY

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant's negligent performance of the Work

under this Agreement and that of its subcontractor(s) or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Contract after the date of execution of the Contract, the increased or decreased cost of performance of the services provided for in the Contract and subsequent Proposals shall be reflected in an appropriate written amendment to the Contract.

11. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 7, 10, 12, 14, 15, 16, 17, 18, 20, 21, and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be

invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Consultant shall have a right to retain a copy of all Work product for record-keeping purposes. The County acknowledges the Consultant's drawings, exhibits and reports ("work product"), including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the County upon completion of the services and payment in full of all monies due to the Consultant. The County shall not reuse or make any modification to the work product without the prior written authorization of the Consultant. The County agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the work product by the County or any person or entity that acquires or obtains the work product from or through the County without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

23. DUTIES OF THE COUNTY

County shall designate a person or persons to act with authority on County's behalf in respect to all aspects of the Project, and Consultant shall rely on County's designated person to examine and respond promptly to Consultant's submissions; to respond to Consultant's requests for information; to schedule and participate in meetings; to facilitate communication with any other County entity involved with the Project; to coordinate with other consultants retained by the County for the Project; and to provide directives and approvals as stipulated in the Consultant's Scope of Services. The County shall give prompt written notice to the Consultant whenever he observes or otherwise becomes aware of any defect in the work. The Consultant may rely upon the County's designated person or persons to respond promptly to all requests for information, directives and approvals, except that material changes in the Scope of Services or fixed-fee project budget must be approved by the Hays County Commissioner Court..

County will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.

County will provide information in accordance with Exhibit "F."

24. TERMINATION

This Contract may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than ten business days' written notice, should the other party fail substantially to perform in accordance with the terms of the Contract through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such ten-business-day period, fully cures its failure to perform.

If the County fails to make payments to the Consultant in accordance with the Contract, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Contract.

In the event of a suspension of services, the Consultant shall have no liability to the County for delay, hindrance or damage caused the County because of such suspension of services. The

Consultant shall be paid all sums due prior to suspension. If the Project is suspended for more than 90 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension, and shall have a right to terminate under the 1st paragraph of this Section 23 for the County's failure to substantially perform.

25. DISPUTE RESOLUTION

All claims, disputes or other matters in question arising out of or related to the Contract or the services provided thereunder ("Disputes") shall be resolved in accordance with the dispute resolution procedures set forth herein. Specifically, unless both parties agree to waive the requirement in writing, all Disputes shall be subject to non-binding mediation as a condition precedent to the institution of arbitration or any other legal proceedings by either party.

a) Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Agreement. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative for this purpose and shall ensure that the other Parties are notified of any change in the designation of its Representative.

b) Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other

party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

c) Arbitration. If the dispute has not been resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), and the amount in controversy does not exceed \$100,000, the dispute shall be resolved through binding arbitration by a single arbitrator conducted in accordance with the Rules of the American Arbitration Association in effect at the time of the arbitration. The arbitrator's decision shall be final and judgment thereon may be rendered by any court of competent jurisdiction. All such arbitration shall include, whether by joinder, consolidation or otherwise, all parties (including subcontractors) in addition to the Parties that are required for a final resolution of the dispute. However, any inability to join a necessary party shall not affect arbitration under this Paragraph. The fees and expenses associated with the arbitration shall be borne equally by the Parties.

d) Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon) and the amount in controversy exceeds \$100,000 or is a matter within the equitable jurisdiction of the state or Federal judiciary, any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

26. NO WARRANTY; WAIVER OF CLAIMS

Consultant and County acknowledge and agree that the services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill. Consultant and County further acknowledge and agree that anything to the contrary which may be contained in the Contract or any future correspondence, communication, proposal, amendment, purchase

order, certification, requisition, notice or Instrument of Service notwithstanding—Consultant makes no warranties, express or implied, regarding the services provided in connection with the Project, and County hereby expressly waives all claims for breach of warranty against Consultant in connection with the Project. County further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, County hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.

27. LIMITATIONS OF LIABILITY

Waiver of Special Damages. Notwithstanding any other provision of this Contract, County and Consultant agree that neither party, nor their respective directors, officers, partners, employees, subconsultants or subcontractors, shall in any event be liable to the other for any punitive, special, incidental, or consequential damages, including, without limitation, damages incurred for principal office expenses, finance expenses, lost business opportunity, loss of use, loss of business reputation, and regulatory penalties, fines or assessments, arising out of or relating to the Contract or the Project, the same being hereby expressly waived by both parties. This waiver shall apply to any and all causes of action, however alleged or arising and regardless of the nature of the fault or the or whether it was committed by the County or by Consultant or their respective directors, officers, partners, employees, subconsultants and subcontractors.

No Certification. Consultant shall not be required to sign any documents, no matter by who requested, that include a certification by Consultant of the existence of conditions whose existence Consultant cannot ascertain, and shall not be required to sign any document, no matter by who requested, that include any warranty or guarantee. The County also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory

authority to act in a timely manner, failure of the County to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the County or by contractors of any level. When such delays beyond Consultant's reasonable control occurs, the County agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Contract. In the event any delay or hindrance exceeds ninety (90) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Consultant is delayed by the County and such delay exceeds thirty (30) days, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

27. TEXAS BOARD OF LANDSCAPE ARCHITECTURAL EXAMINERS

Under Chapter 1052 of the Texas Occupations Code, The Texas Board of Landscape Architectural Examiners - 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas

RVi Planning + Landscape
Architecture

By: Judge Bert Cobb M.D.

By: Barbara Austin

Hays County Judge

Principal

Exhibit A

Jacob's Well Development Master Plan Scope of Services

This Scope of Services is for a contract between Hays County (County) and RVi Planning + Landscape Architecture + Graphic Design (Consultant) for Design Services for Jacob's Well Development Master Plan (the Project).

Project Understanding and Parameters

The objective of the Project is the preparation of a development master plan for the Jacob's Well Natural Area. The 81-acre property is located in western Hays County and includes the historic Jacob's Well, an artesian spring feeding Cypress Creek with an extensive underground cave network. The master plan will guide future development, activities and resource management of the property in concert with conservation values.

A stakeholder group of approximately 15 people will be formed by the County. The stakeholder group will act as an advisory organization to the County and provide input regarding the past, present and future uses of the Jacob's Well Natural Area. The Consultant will meet with the Stakeholder Group to coordinate information and receive input as the master plan is developed.

The County shall designate a person or persons to act with authority on the County's behalf in respect to all aspects of the Project, and the Consultant shall rely on County's designated person or persons.

This Scope of Services includes services performed by RVi (prime consultant) and the following subconsultants: Clayton & Little Architects; Banks & Associates Civil Engineers.

Conceptual Master Plan Design Services

Data Collection and Site Assessment Services

- Compile and review existing site data and planning efforts as available from the County.
- Coordinate pre-design conference with County staff and entire consultant team to address project coordination, verify information, and establish goals, objectives and schedule.
- Conduct site visits to collect pertinent first-hand knowledge of the lands, its condition, context, and adjacent land uses.

- Define the regulatory jurisdictions and processes for approval and development.
- Compile and review available County data and information regarding environmental studies.
- Preliminary assessment of existing facilities and improvements. The "Camp Jacob" structure north of the creek is understood to be of value and will be considered as usable space included in the Programming Matrix. Extensive assessments of existing structures such as measured drawings, structural investigations, etc. are not included in this contract and will be considered extra services.
- Prepare site assessment diagram to determine opportunities and constraints of the site and existing improvements.
- Meet with the stakeholder group for introduction of the members and the Consultant team, and to describe scope of work. The Consultant will present the initial site assessment and the County's development goals and objectives for the Project. Identify issues, concerns and desires of the stakeholder group, and document the meeting.
- Meet with the County and review stakeholder meeting input and site assessment with County staff.
- Compile information concerning the Project at each phase of work for inclusion on the County Parks webpage. The County shall be responsible for developing and updating the webpage.

Program Development

- Based on the base data, site assessment and initial meeting with the stakeholder group and the County, the Consultant will prepare a preliminary written development program for the master planning of the Project. The master plan will include:
 - . Environmental stewardship and education
 - . Resource management
 - . Recreational themes
 - . Interpretive programs
- Meet with the County to review the findings and recommendations and revise as required.
- Attend and participate in an "Open House" for all interested parties to attend and participate in discussions and recommendations for the park. Location for the Open House and publicity for attendance will be arranged by the County. This will include:
 - . Document the process and receive input.

- . Presentation by the Consultant team.
- . Providing Data Collection and Site Assessment findings including:
 - Base aerial with boundaries
 - Illustrative site assessment map (illustrating opportunities and constraints)
 - Written vision and development goals for the park
 - Programming matrix indicating the spaces needed, size and functions for proposed improvements

Master Plan Phase

- Meet with the County and review the base data, initial program development and input from the stakeholder group and the public. Discuss and refine the County's development program for the Project.
- Prepare an initial Conceptual Park Framework Plan that will describe and define the uses areas within the Project. The plan will be a diagrammatic plan that will illustrate the uses of the land to accommodate the development program for the Project.
- Meet with the County and review the Park Framework Plan and discuss the proposed park use areas and improvements, and areas to be restored and protected.
- Identify special construction projects and emergency tasks which may precede the completion of the Master Plan. Design work for special/emergency projects shall be considered extra services.
- Meet with the stakeholder group and present the proposed park program and improvements using the exhibits prepared for the open house and the Park Framework Plan. The Consultant will:
 - . Present and Participate in the discussion, providing recommendations, alternatives, etc.
 - . Document the process.
- Meet with the County and review the input received at the stakeholder meeting. Review and modify the park development program and framework plans as directed.
- Prepare a preliminary conceptual master plan.
- Based on directive from the County, support the master plan with images, sketches to illustrate character and interpretive themes. The conceptual master plan for the park will be an illustrative plan including:

- . Definition of major park and interpretive facilities functions and features
 - . Target ecosystem(s) goals and establish procedures to protect / restore / create habitat.
 - . Views and screening
 - . Edge definition and treatment
 - . Entry, vehicular and pedestrian circulation, parking and service areas
 - . Conceptual design for new buildings, including a stewardship center, a prototype restroom, and a covered pavilion. Conceptual design for renovation of existing buildings is not included in this contract.
 - . Site furnishings and interpretive opportunities
 - . Opportunities for art.
 - . Activity areas
- Prepare conceptual level estimates of probable costs, phasing and implementation strategies.
 - Meet with the County and present the final program, master plan and cost estimations.
 - Refine plan as directed.
 - Meet with the stakeholder group and present the final Conceptual Master Plan and cost estimates. Document the meeting.
 - Meet with the County for final adjustment.
 - Prepare exhibits for Commissioners Court meeting.
 - Attend and present the Conceptual Master Plan to Commissioners Court.

Additional Services

All services requested by the County that are not listed in Article 2 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee, and shall be paid for by the County as set forth in the Scope of Services.

EXHIBIT B

Fee Schedule

Fixed Fee:

Data Collection and Site Assessment Services	\$14,000
Program Development	\$13,000
Master Plan Phase	\$63,000
Total	\$90,000

Reimbursable Expenses:

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the County; and costs of obtaining permits and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant and shall not exceed three thousand dollars (\$3,000.00 USD). Reimbursable expenses shall be supported with invoices or other documentation acceptable to the County.

Hourly Rates for Special Projects:

RVi

Principal	\$150-\$200
Project Director	\$125-\$175
Project Manager	\$100-\$150
Landscape Architect, Planner, Designer	\$ 70-\$125
Clerical/Administrative	\$ 60-\$ 90

Banks & Associates

Principal	\$125
Technical/Drafting	\$ 70

Clayton & Little

Principal	\$175-\$225
Project Architect	\$125
Project Manager	\$105
Production Staff	\$ 95

-- EXHIBIT "C" --

Additional Terms to the Services provided by Consultant, if any,
are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

Exhibit E
Schedule

**Jacobs Well Natural Area Master Plan
Preliminary Schedule**

September 14, 2011

	Nov. 2011	Dec. 2011	Jan. 2012	Feb. 2012	March 20
Project Initiation Conference					
Data Collection and Site Assessment					
Program Development					
Stakeholder Meetings					
Community Workshops					
Prepare Written Program					
Conceptual Master Plan					
Design Alternative					
Identify Special Projects					
Cost Estimates					
Maintenance Strategies					
Phasing / Funding / Implementation					
Stakeholder Meeting					
Final Master Plan Presentation to Commissioners Court					

Exhibit F
INFORMATION TO BE PROVIDED BY COUNTY

County shall provide, in a timely manner, all criteria and full information regarding County's requirements for, and limitations on, the Project, as available to County, including without limitation:

1. Legal description and/or to-scale boundary survey of the property;
2. All deed restrictions and covenants;
3. Topographic survey including 2' contours (unless otherwise agreed by Consultant in writing), drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data (if available), utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property;
4. Environmental analysis and surveys, including endangered species presence and/or habitat and known environmental features.
5. CAD files, as appropriate and available, in an AutoCAD format to be mutually determined;
6. Existing or pending permits or approvals, and other pertinent information as required during the process;
7. Financial/economic information setting forth the budget limitations for the Project; and

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 with staff regarding proposed changes to the Hays County Rules for On-Site Sewage Facilities.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

The Hays County On-Site Sewage Facility Rules were adopted in April of 2011; at that time the court and staff agreed that the regulations were an evolving document which would change to better serve the citizens of Hays County.

Staff has identified areas of the regulations that warrant discussion.

Changes to Development Regulations

DEPARTMENT CHANGES

New Page #	Old Page #	Affected Section	Notes
3	3	Section 6 (A3)	TCEQ Required Change.
4	4	Section 10 (A2)	Deleted "qualified OSSF inspector" definition.
14	14	Section 10 (J8)	Deleted duplicate.
15	15	Section 10 (M1B)	Clarified definition for systems using a "standard" treatment.
17	17	Section 10 (Q6)	Deleted requirement for protective base.
17	17	Section 10 (Q7)	Deleted duplicate.
20	20	Section 10 (W2)	Deleted section
21	21	Section 12	Changed verbiage.

COUNTY OF HAYS
STATE OF TEXAS

§
§

AFFIDAVIT

Before me, the undersigned authority, personally appeared Liz Gonzalez, who, being by me duly sworn, deposed as follows:

My name is Liz Gonzalez, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's Office for the County of Hays, Texas. Attached hereto are twenty-four (24) pages of records known as RULES OF HAYS COUNTY, TEXAS, FOR ON-SITE SEWAGE FACILITIES (OSSFs). The records are kept by me as County Clerk, County of Hays, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

Liz Gonzalez, County Clerk

BEFORE ME, the undersigned authority, on this day personally appeared Liz Gonzalez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2010.

(SEAL)

Notary/Public, State of Texas
My commission expires: _____

**ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES**

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and,

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and,

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Hays County, Texas, should enact an Order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Hays, Texas; and,

WHEREAS, the Commissioners Court of Hays County, Texas, finds that the use of on-site sewage facilities in Hays County, Texas, is causing, or may cause, pollution and is injuring, or may injure, the public health; and,

WHEREAS, the Commissioners Court of Hays County, Texas, has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Hays County, Texas; **NOW, THEREFORE**,

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

Section 1. That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

Section 2. That the use of on-site sewage facilities in Hays County, Texas, is causing, or may cause, pollution or is injuring, or may injure, the public health.

Section 3. That an Order for Hays County, Texas, be adopted entitled "On-Site Sewage Facilities," which shall read as follows:

AN ORDER ENTITLED "ON-SITE SEWAGE FACILITIES"

Section 4. CONFLICTS.

This Order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for Hays County. If there are any conflicts with any phrase, clause, sentence, paragraph, or section of the Hays County Development Regulations, the provisions of this Order shall govern.

Section 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT.

The County of Hays, Texas, clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC) and associated rules referenced in Section 8 of this Order.

Section 6. AREA OF JURISDICTION.

- A. This Order shall apply to any OSSF in Hays County, Texas, that is located in the following regulated areas:
1. The OSSF is located outside the extra-territorial jurisdiction of any municipality;
 2. [The OSSF is located within the extra-territorial jurisdiction, but outside the incorporated limits of a municipality with whom the County does not have an inter-local agreement for the County to serve as the OSSF authorized agent;
 3. The OSSF is located with the jurisdictional limits (either incorporated limits or ETJ) of a municipality that has executed an agreement with Hays County, Texas, for the County to serve as the OSSF authorized agent for that municipality.]

This Order shall not apply to any OSSF in Hays County, Texas, that is within an area regulated under an existing program under TCEQ delegation, including areas within incorporated cities.

Comment [TP1]: Texas Commission on Environmental Quality may require some changes to this section.

B. **Regulated OSSF.**

This Order shall apply only to on-site sewage disposal facilities in Hays County that are considered to be regulated OSSFs, meeting the following criteria:

1. The OSSF does not treat or dispose of more than 5,000 gallons of sewage each day; and,
2. The OSSF is used only for the disposal of sewage produced on a site where any part of the system is located.

On-site sewage disposal facilities that do not qualify as regulated OSSFs in Hays County, Texas, are under the exclusive jurisdiction of the Texas Commission on Environmental Quality.

Section 7. ON-SITE SEWAGE FACILITY RULES.

Approval of the County is required prior to the construction, alteration, or modification of an OSSF unless excluded or exempted under State law or this Order. Any permit issued for an on-site sewage facility within the jurisdictional area of Hays County, Texas, must comply with the Rules adopted in Section 8 of this Order.

Section 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities, are hereby adopted, and all officials and employees of Hays County, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

Section 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285, and all future amendments and revisions thereto, are incorporated by reference and are thus made a part of these Rules.

Section 10. AMENDMENTS.

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

A. Definitions.

The following terms shall have the corresponding meaning:

1. Dwelling Unit Equivalent – An estimated quantity of wastewater from a non-residential source that is equivalent to that generated from a three (3) bedroom residential dwelling unit, or 300 gallons per day, whichever is greater.
2. ~~Qualified OSSF Inspector – An individual with a current license from the TCEQ as an Installer or a Maintenance Provider, as those terms are defined under 30 TAC Chapter 285 who also holds a current National Association of Wastewater Transporters (NAWT) or National Sanitation Foundation (NSF) certification as an on-site sewage facility inspector within one year of the effective date of these rules. Texas licensed professional engineers and Texas registered sanitarians may also inspect existing OSSFs, subject to the requirements of 30 TAC Chapter 285.~~
3. Department – Hays County Development Services Division

Comment [jg2]: Deleted, since the section of the rules it applies to is being deleted.

4. Groundwater Supply System – Any water supply system that obtains greater than one-third of its overall supply from Groundwater. This classification of water supply systems is further subdivided into Public Groundwater Supply Systems and Private Groundwater Supply Systems. Public Groundwater Supply Systems are any systems designated a Public Water System by the Texas Commission on Environmental Quality. Private Groundwater Supply Systems are any systems that do not qualify as a Public Groundwater Supply System, including, but not limited to, individual water supply wells.
5. Surface or Rainwater Collection System – A water supply system in which greater than two-thirds of the total water obtained is from a “surface” source, rainwater collection, or groundwater from an aquifer that is located entirely outside of Hays County. In the event any water supply system relies on Groundwater for greater than one-third, but not more than one-half, of its total water supply, the Commissioners Court may, on a case-by-case basis, approve an application to consider such water supply system to be a “Surface or Rainwater Collection System.”
6. Private Well – Any water well other than a Public Well. This definition includes Non-Public Local Groundwater Supply Systems which are Local Groundwater Supply Systems that do not qualify as a Public Local Groundwater Supply System, including, but not limited to individual water supply wells.
7. Public Well – A water well providing piped water for human consumption and defined as a “Community Water System” or a “Public Water System” under Chapter 290 of the Texas Administrative Code.
8. Rainwater Harvesting System – An individual potable water supply system approved by the Department and having rainwater as its source and designed to provide for any or all of the domestic water requirements, including irrigation.

B. On-Site Sewage Facility Classifications.

1. Grandfathered System.

A grandfathered system is an OSSF meeting all of the following criteria:

- (A) The OSSF manages no more than 5,000 gallons of sewage per day.
- (B) The OSSF was either existing prior to the County’s initial regulation of OSSFs or was permitted prior to the effective date of these regulations; and,
- (C) The OSSF is subject only to on-going maintenance as that term is defined in 30 TAC 285.

Any alteration, modification, or change in type of use of the OSSF other than maintenance as that term is defined in 30 TAC 285, shall disqualify an OSSF from classification as a grandfathered system.

2. Conventional System (Hays County definition)

The term "Conventional System" means on-site sewage facilities, including septic tanks, sewage holding tanks, treatment tanks and all other such facilities and systems consisting of a standard treatment system, as defined under 30 TAC §285.32(b), and an effluent dispersal system that does not use a pressurized method to uniformly distribute effluent over the entire disposal/dispersal area, and managing no more than 5,000 gallons of sewage per day.

3. Advanced System (Hays County definition)

The term "Advanced System" means an on-site system of sewage treatment and disposal other than a conventional system, and includes an intermittent sand filter, a proprietary treatment system, as defined under 30 TAC §285.32(c), a non-standard treatment system, as defined under 30 TAC §285.32(d), other secondary treatment systems, or a standard treatment system followed by a dispersal system that uses a pressurized method to uniformly distribute the effluent over the entire disposal/dispersal area.

C. Wastewater Service Availability

1. Permits. The Department shall issue no On-Site Sewage Facility or development permit on any parcel of land unless that property is in compliance with all the requirements of these Regulations.
2. Developments to be served by On-Site Sewage Facilities. Applicants proposing to serve a development by On-Site Sewage Facilities shall submit a design report sealed by a Texas licensed professional engineer or a Texas registered sanitarian describing how the proposed development will be provided with wastewater service.

D. Facility Planning

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

1. Land Planning, Site Evaluation and Minimum Lot Sizing. The following requirements shall apply to all lots on which an OSSF is to be utilized:
 - (A) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 10-1 below.
 - (B) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Table 10-1, provided:
 - (1) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas

registered professional sanitarian and submitted to the Department for review and approval; and,

- (2) there is no more than one (1) dwelling unit for each TCEQ minimum lot acreage and no more than two (2) dwelling units for each minimum lot size as designated in Table 10-1 below.
- (C) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four dwelling units, including apartment complexes, groups of rental dwelling units and lots used for non-residential purposes (e.g. office, commercial, industrial or institutional uses) producing domestic wastewater:
- (1) shall have a minimum lot size of 1.0 acres and a total surface acreage of at least one (1) acre for each dwelling unit equivalent (DUE) per day; and,
 - (2) the on-site sewage facilities for these developments shall be designed based on site specific evaluation materials.
- (D) OSSFs serving Manufactured Home Rental Communities and Recreational Vehicle Parks where spaces are rented or leased and are not subdivided for individual sale may be designed in accordance with Subsection (1)(C) above of this Section D.
- (E) Condominium Complexes. Condominium complexes utilizing on-site sewage facilities shall meet the following requirements:
- (1) The Owner applying for the OSSF permit shall identify the person who will be legally responsible for compliance with all applicable OSSF requirements. The application for OSSF permit shall include a sworn (notarized) statement from such legally responsible person attesting that such person accepts full legal responsibility for compliance with all applicable OSSF requirements. In the event the designated legally responsible party fails or refuses to comply with any applicable OSSF requirements, the Department may institute appropriate enforcement action against that person, or against one or more of the following parties who the Department determines to be responsible for the noncompliance: (i) the owner or manager of the condominium complex; (ii) the owner of one or more individual condominium units; (iii) the legally constituted condominium owners association for that condominium; (iv) a maintenance company/provider contracted to provide maintenance for the noncompliant OSSF.
 - (2) All requirements set forth in this Section D apply to condominium complexes.

- (3) Each individual condominium unit shall be equipped with a flow meter capable of measuring the wastewater flow from that unit or a flow meter capable of measuring the water usage for that unit.
 - (4) Maintenance of the OSSF for a condominium complex is subject to the applicable maintenance, testing and reporting requirements of TCEQ's Chapter 285 Rules and all maintenance shall be provided by a Maintenance Company/Provider registered with TCEQ under such rules.
 - (F) Where multiple sources of water apply to one lot, the larger of the two (2) minimum lot sizes shall govern.
 - (G) In instances where the actual design of the OSSF system proposed for use dictates a larger minimum lot size required, such larger minimum lot size shall apply.
2. **Lot Size Averaging.** Only platted development may take advantage of these averaging provisions. The minimum acreage requirements set forth in Table 10-1 below may be obtained by averaging the size of all Lots within a platted development so long as the only Lots with acreage exceeding the minimum set forth in such table that may be included in the averaging calculation shall be:
- (A) Lots reserved by plat note for use as parkland or open space, or a private greenbelt in which all owners or residents of the subdivision hold an equal, unrestricted and indivisible right of access and use; or,
 - (B) Lots larger than five acres restricted by a plat note prohibiting all development other than one Single Family Residence or other development excluded from the term "Regulated Activities" under the Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.
3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs

Location	Water Service	Advanced	Conventional	TCEQ Min.
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]

Location	Water Service	Advanced	Conventional	TCEQ Min.
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

Notes:

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:
 - (A) In addition to the primary dwelling unit, the lot may be occupied by additional habitable structures or dwelling units (e.g. garage apartments, pool houses, guest cottages, etc.) with useable floor space less than fifty percent (50%) of the floor space of the primary dwelling unit;
 - (B) The additional habitable structures are not offered for public use or rental; and,
 - (C) All such additional habitable structures are precluded from sale or transfer separate from the primary dwelling unit.
5. Existing small lots or tracts that do not meet the minimum lot size requirements of this section and will serve one single family dwelling may be approved for an OSSF in accordance with the following requirements:
 - (A) Any lot, regardless of the date of platting or subdivision, must be of adequate size

to accommodate the proposed system, including an effluent dispersal area that complies with effluent loading requirements of 30 TAC §285.91, Table I, and the system must be designed and operated in accordance with the remaining requirements of 30 TAC §285.

- (B) For lots or tracts platted or subdivided before March 14, 1977, an OSSF may be permitted on a lot of any size.
- (C) For lots or tracts platted or subdivided on or after March 14, 1977, but before June 14, 1984, an OSSF may be permitted on a lot of at least twenty thousand (20,000) square feet in size;
- (D) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997;
 - (1) If the lot has a soil depth of less than four (4) feet to bedrock or to groundwater or if the percolation rate exceeds forty five (45) minutes per one (1) inch, the minimum lot size shall be thirty thousand (30,000) square feet; or,
 - (2) If the lot has both a soil depth of less than four (4) feet to bedrock or to groundwater and a percolation rate exceeding forty five (45) minutes per one (1) inch, the minimum lot size shall be forty thousand (40,000) square feet.
- (E) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997, an OSSF may be permitted on a lot with a minimum size in compliance with 30 TAC §285.4 or §285.40, as applicable, which meets the requirements of 30 TAC §285.31 and the Hays County Regulations that were in effect at the time.
- (F) For lots or tracts platted or subdivided on or after August 29, 1997, and before the effective date of this Order, an OSSF may be permitted on a lot with a minimum size in compliance with Table 10-1 above, which meets the requirements of 30 TAC §285.31. An exception is the Edwards Aquifer Contributing Zone which only applies to the Barton Springs Segment of the Contributing Zone.

E. Minimum Required Separation Distances for On-Site Sewage Facilities.

The minimum separation distances set forth in Table X of the TCEQ Rules (specifically 30 TAC §285.91) are supplemented as follows for lots created after the effective date of these Regulations:

Table 10-2 – Minimum Receptor Separation Distances (in Feet)

Features/Receptors	OSSF Component	Distance (ft)
Barton Creek, Bear Creek, Blanco River, Cottonwood Creek, Cypress Creek, Little Bear Creek, Lone Man Creek, Long Branch, Onion Creek, Purgatory Creek, Roy Creek, San Marcos River, Sink Creek, Smith Creek, Willow Creek, and Wilson Creek (measured from the bank at average pool height)	Effluent dispersal areas	150
Property lines, habitable structures and vegetable gardens or orchards producing food for human consumption	Surface Application Areas	40 (See Table 10-3)
Property lines, habitable structures and vegetable gardens or orchards producing food for human consumption	Individual Sprinkler Heads of Surface Application Areas	60 (See Table 10-3)
Property lines, habitable structures and vegetable gardens or orchards producing food for human consumption	Effluent dispersal areas*	20
Any public or private water wells	Sewer Pipe with water-tight joints	20
Any public or private water wells	Tanks	50
Any public water wells	Effluent dispersal areas	150
* Drip irrigation dispersal areas with ≤ 1 Ra will have separation distances as set forth in Table X of the TCEQ Rules (specifically 30 TAC §285.91).		
NOTE: Lots platted prior to the effective date of these regulations shall comply with either the minimum separation distances that were in effect at the time the lot was created or the minimum separate distances contained in the TCEQ Rules, whichever is more stringent.		

F. Water Well Sanitary Easements.

1. Private Wells are to be located with a one hundred (100) foot radius around the well in which no on-site sewage effluent dispersal facility may be located. This area shall be designated as a private water well setback and shall be clearly shown and labeled on any planning material submitted to the Department in support of an application for an on-site sewage facility permit. If the well is located within the jurisdiction of a groundwater conservation district that requires greater than a 100 foot separation, the Private Well setback distance must be increased to the distance required by that groundwater conservation district. Variances from the Private Well setback requirement will be considered if the Private Well has been or will be completed in accordance with requirements outlined in the Water Well Drillers and Water Well Pump Installers Rules under 16 TAC Chapter 76, or the applicable rules of the groundwater conservation district that has jurisdiction over the area where the Private Well and the on-site sewage facility are located. In no case shall the Private Well setback distance be less than 50 feet. If the well is located within the jurisdiction of a groundwater conservation district that requires greater than 100 foot separation, the Private Well setback distance must be

increased to the distance required by that groundwater conservation district. This setback distance shall also be shown for existing water wells in or adjacent to subdivision proposals.

2. Individual Lots where there is a known or recorded public water supply well or individual lots which adjoin a lot or tract containing either a public or private water supply well shall provide, within the boundary of the Lot on which the OSSF is to be placed, adequate separation to ensure a minimum of a one hundred fifty (150) foot radius around the water supply well in which no OSSF effluent disposal facilities may be located. For public water supply wells, this area shall be designated as a water well sanitary control easement.
3. Public Water Wells shall comply with the sanitary control easements required under 30 TAC Chapter 290, as amended.

G. Innovative Development

Innovative development, such as “planned unit development” style developments, are encouraged and will be considered on a case by case basis, upon the submission of the following with a preliminary plan application for subdivision approval:

1. Site Evaluation Materials demonstrating that such an innovative development is appropriate in light of lot sizes, soil or other conditions;
2. Site Specific Materials; and,
3. Site Plan to be recorded with Record Plat, which shall state the future development of the Property shall be in accordance with the Site Plan. The Site Plan shall designate the type of development permitted on each Lot, the location of buildings, paved areas, green belts and on-site sewage facilities (including drainage fields) on each Lot; and all other materials required under 285.30 of the Rules, as applicable. As provided in Section 285.6 of the Rules, cluster systems are not authorized.

The Commissioners Court may approve an application for innovative development permitting minimum lot acreage below those required in Table 10-1 upon a finding that the proposed development will provide equivalent protection of the public health and environment as development in accordance with these Regulations and that the lot acreage meet the TCEQ minimum.

H. Variances.

Requests for variances from the requirements of these rules shall be considered in accordance with the criteria specified in 30 TAC §285.3(h) of the TCEQ’s Rules and the following additional criteria:

1. Only lots platted in accordance with these Regulations or any prior regulations of Hays County or legally in existence prior to the Effective Date of this Order will be eligible for a variance;
2. The Commissioners Court may delegate to the Department the discretion to approve or deny an application for a variance. Within that discretion, the Department may approve an application for a variance only upon a finding that development pursuant to the proposed variance will provide equivalent protection of the public health and environment as development in strict accordance with these Regulations in general;

I. Permitting Procedures and Additional Requirements

The Hays County Commissioners Court and/or the Department may from time to time adopt local procedural requirements for applications, permitting and inspections for On-Site Sewage Facilities.

J. Amendment to Section 285.5 (Submittal Requirements for Planning Materials)

The following requirements for the submission of planning materials are imposed in addition to those set forth in Section 30 TAC §285.5:

1. All site plans shall be submitted to a standard engineering scale and shall include an overall site plan drawn on a single sheet of paper, providing the exact placement of all existing and proposed development, wells (including wells on adjacent property), driveways, and all wastewater system components and showing features that require minimum separation distances and topographic lines at one foot intervals in the area of the proposed OSSF and extending twenty five (25) feet past OSSF location.
2. A flow diagram of the tank battery shall be prepared.
3. An installation detail for subsurface systems shall be provided.
4. Detail all calculations for determining hydraulic loading, wastewater strength, sizing of system components, total head, dosing volume, pump tank sizing and reserve capacity.
5. The disposal method for any OSSF designed for multi-family residences or for commercial/ institutional or nonresidential uses with wastewater flows over 500 gallons per day must include properly designed pressurized distribution that assures uniform distribution of effluent.
6. Plugging reports for any wells proposed to be abandoned shall be provided.
7. The OSSF designer shall establish the design flow for all OSSFs based on the information contained in Table III from 30 TAC §285.91(3), or other valid technical sources acceptable to the Department.

8. ~~Calculations for hydraulic and organic load for both normal and peak flows on all OSSFs other than single family residential shall be provided showing that both organic and hydraulic overloading of the treatment and/or disposal method is prevented.~~
9. The Department may require additional planning materials if in its opinion they are warranted for the specific instance.

Comment [TP3]: This is repeated in Section 10-M-1

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

1. In addition to the permits issued for installation, annual registration is required to operate an On-Site Sewage Facility utilizing surface application or an OSSF that requires a maintenance contract under TCEQ Regulations (30 TAC §285) or these Regulations. The Owner of the On-Site Sewage Facility shall be responsible for processing a renewal application for the renewal of the registration prior to the expiration date of the current registration. The fee amount shall be in accordance with the current fee schedule adopted by Commissioners Court. The fee shall be paid at the time of contract submittal; prior to the commencement of the initial maintenance contract, the registration application and fee shall be due annually on January 1st, and shall be late if paid on or after February 1st. Fees for partial years shall be prorated. Registration fees received late shall pay late renewal fees in accordance with the current fee schedule adopted by Commissioners Court.
2. In addition to the maintenance requirements of the TCEQ Regulations (30 TAC §285), the County specifically prescribes that all maintenance activities on OSSFs be performed only by individuals and firms licensed by the TCEQ to perform maintenance on OSSFs, as discussed in this order.
3. The following requirements for all maintenance contracts are imposed in addition to those set forth in the TCEQ Regulations [specifically 30 TAC §285.7(c)]. All maintenance contracts shall include the following information: permit number; on-site sewage facility maintenance provider/company or wastewater operator license identification; the printed name and signature of the system owner and maintenance company representative; the starting and ending dates of the contract with the starting being the date of the notice of approval to operate; the physical address and phone number of the system location; and the physical address, business address, business phone number and emergency phone number of the maintenance company.

L. Amendment to Section 285.7(e)(2) (Weather Resistant Tags)

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

1. The weather resistant tags shall be approved by the Department in advance of their installation;

2. The maintenance company shall be responsible for submitting a sample tag to the Department for approval; and,
3. The tags shall be installed outside the control panel or treatment unit device.

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

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

- (A) For Non-Residential OSSFs, the site specific evaluation materials, prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian, must include hydraulic loading calculations and influent and effluent wastewater strength calculations.
- (B) Non-Residential OSSFs shall include a hydraulic equalization tank prior to the treatment system. The hydraulic equalization tank shall be designed with sufficient storage to ensure that there is at least one day's flow (at the average daily design flow) between the pump-on level and alarm activation level, and one-day's flow above the alarm activation level and below the inlet of the tank, unless duplex pumps are used and designed in accordance with 30 TAC §285.34(b)(3). The rate of flow from the hydraulic equalization tank into the treatment system shall be controlled to uniformly distribute the flow over a twenty four (24) hour period at a rate no greater than the maximum design capacity of the treatment system. In cases where Non-residential OSSFs are expected to have peak flows that exceed the average daily design flow, the Department will require an Applicant to submit calculations of sufficient storage in conjunction with the other Planning Materials required for the design of the system. Hydraulic equalization may not be required prior to standard treatment if the designer demonstrates that the treatment system can accommodate peak flows.

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

- (A) Proprietary Treatment Systems (including aerobic treatment units) used under service conditions different than which the approval was obtained shall be considered Non-Standard Treatment Systems.
- (B) All disinfection devices must be listed by the NSF as having passed NSF/ANSI Standard 46 for effluent disinfection devices, or be manufactured or approved by the manufacturer of the treatment unit. Should the treatment unit be upgraded or altered, the disinfection device shall be re-evaluated and shall be upgraded, if necessary, to a device that meets the NSF/ANSI Standard 46 requirements, or to one that is manufactured by the manufacturer of the treatment unit.

Comment [jg4]: Standard treatment is used for settling and separation and is not as sensitive to variations in flows as advanced or secondary treatment..

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- (C) All aerobic treatment units (ATUs) shall be installed with a pre-treatment tank. The pre-treatment tank shall be sized at a capacity of at least one-half the average daily design flow, but no greater than one full day's flow. The pretreatment tank shall be designed in accordance with the requirements of 30 TAC §285.32(b)(1)(G).
- (D) In order to maintain a stable temperature environment all aerobic treatment units shall be buried in the ground and backfilled to the lid of the tank.

N. Amendment to Section 285.33 Criteria for Effluent Disposal Systems

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

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

Chipped tires or iron slag are not a permitted medium.

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

The following requirement for vertical separation distance is imposed in addition to those set forth in Section 285.33(c)(3)(E): all drip irrigation disposal fields shall be covered with at least eight (8) inches of soil backfill of suitable composition to support vegetative growth.

Q. Amendment to Section 285.33(d)(2) (Additional Requirements for Surface Application Systems)

The following requirements are imposed in addition to those set forth in Section 285.33(d)(2) for an On-Site Sewage Facility utilizing surface application systems:

1. Surface application shall be limited to sprinkler application only.
2. All On-Site Sewage Facilities utilizing surface application shall be designed to facilitate periodic sampling.
3. The site for a surface application system shall be cleared of exposed rock, or the exposed rock shall be covered with at least four (4) inches of soil of suitable composition to support vegetative growth. Trees and shrubs must be maintained in order to allow the even distribution of effluent. Sprinklers need to be located at least 15 feet away from trees within the distribution area that are 24 inch or greater in diameter .
4. The individual sprinkler heads installed for a surface application area shall have a maximum operating height of twenty four (24) inches and a maximum operating pressure of forty (40) pounds per square inch. The receptor (property line, habitable structure, or

vegetable garden or orchard producing food for human consumption) separation distance identified in Table 10-2 shall be modified as shown in Table 10-3.

Table 10-3 – Receptor Separation Distances (in Feet) for Various Combinations of Application Radius (Reference Table 10-2)

Operating Radius (ft)	Receptor Distance (ft)
<25	40
>25-<30	75
>30	90

5. The surface application area receiving effluent spray shall have a maximum surface slope of fifteen percent (15%) in any direction. Compliance with this requirement may be achieved through site modification activities such as terracing or grading, provided that the surface is sufficiently stabilized to minimize erosion.
6. ~~Individual sprinkler heads shall be protected from damage by surrounding the heads with a concrete base or other structure acceptable to the Department.~~
7. Surface application systems shall not be allowed for commercial or institutional operations.
8. ~~All disinfection devices must be listed by the NSF as having passed NSF/ANSI Standard 46 for effluent disinfection devices. Should the treatment unit be upgraded or altered, the disinfection device shall be re-evaluated and shall be upgraded, if necessary, to a device that meets the NSF/ANSI Standard 46 requirements.~~

Comment [jg5]: This has been difficult to enforce with the variability of quality of these devices and some homeowners have been removing them.

Comment [jg6]: Repeat of Section 10-2-B

R. Amendment to Section 285.34(a) (Septic Tank Effluent Filters)

The following requirement for septic tank effluent filters is imposed in addition to those set forth in Section 285.34(a): the outlet pipe from all standard treatment units shall be fitted with an effluent filter.

S. Amendment to Section 285.34(b)(2) (Pump Tank Sizing)

Pump tanks shall be sized to contain one day of flow above the alarm-on level.

T. Amendment to Section 285.70(a) (Duties of Owners With Malfunctioning OSSFs)

The following requirement for owners with malfunctioning on-site sewage facilities is imposed in addition to those set forth in 30 TAC §285.70(a): the owner of a malfunctioning on-site sewage facility can be given a deadline to initiate and complete repairs to the system of less time than stated in 30 TAC §285.70(a) if the Department believes there is an imminent threat to the public health or environment.

U. Amendment to Section TAC 285.91(12) (OSSF Maintenance Contracts, Affidavit, and Testing/Reporting Requirements)

1. The following requirement for maintenance by owners of on-site sewage facilities is imposed in addition to those set forth in 30 TAC §285.91(12) and as authorized under House Bill 2482, Texas Legislature, 80th Regular Legislative Session: all maintenance, testing and reporting activities conducted on OSSFs under the jurisdiction of Hays County shall be performed by a Maintenance Provider that possesses a current license with the TCEQ. This requirement is specifically adopted to preclude maintenance, testing, and reporting activities from being performed by an OSSF owner unless that OSSF owner is also a licensed Maintenance Provider.
2. Systems maintained by a maintenance provider shall be tested and reports submitted every four (4) months unless otherwise specified on the permit. The first maintenance testing and report submittal of each contract period shall be completed within fourteen (14) days of the start date of the contract. Subsequent testing and report submittal due dates shall be determined from the start date of the contract. The last testing and reporting shall be within 14 days of the end of the contract period.
3. Each maintenance provider having contracts in Hays County shall register with the Hays County Development Services Division. Maintenance provider registrations shall be effective from the date of registration to December 31st of the same year. Renewal maintenance provider registrations for the next year shall not be accepted before December 1st of the current year. New and renewal maintenance contracts will only be accepted from maintenance providers whose registration is current and in good standing. Maintenance provider registration shall be free of charge.
4. When an on-site sewage facility maintenance report is received by Hays County that indicates the system has less than the required chlorine residual, or is in any other way not functioning properly, the owner of the system shall insure that the system is brought into compliance, retested, and that another report is submitted to the owner and Hays County within ten (10) days of the previous report. Such extra reports shall not alter or postpone the regular maintenance schedule.
5. Maintenance providers who fail to perform maintenance testing at the required intervals, mark an inspection tag, or submit a report on time two (2) or more times during any twelve (12) month period may have their registration suspended for up to one (1) year in addition to any other penalties that may apply. No new or renewal maintenance contracts will be accepted from a maintenance provider during the time their registration is suspended. Outstanding contracts from a suspended maintenance provider will be void and property owners will need to submit a new contract with a registered maintenance provider.
6. Renewal contracts that are started with a provider other than the provider on the previous contract shall be for a term of at least one year and include four inspections including the initial inspection.

7. Contract renewals with the same maintenance provider will not be accepted by the Division unless all of the maintenance reports from the previous contract period have been submitted.

V. Miscellaneous

1. A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations. Any structure or property used for residential, institutional, or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality.
2. A construction inspection of an On-Site Sewage Facility must be completed within 12 months from the date of issuance of an authorization to construct. Construction of an on-site sewage facility must be completed within 14 months of the date of issuance of an authorization to construct and within eighteen (18) months of the date of application for a permit.
3. French drains used to support and protect On-Site Sewage Facilities shall be upgradient of the On-Site Sewage Facility and shall be designed by a Texas licensed professional engineer to prevent groundwater from entering into the On-Site Sewage Facility. An applicant desiring to install a French drain must demonstrate that its use will afford a greater level of public health by diverting groundwater away from the On-Site Sewage Facility.
4. Effluent holding tanks shall be authorized only for temporary use for 90 days, with one 90 day renewal. The permittee must provide metered water usage and pumping manifests.
5. Composting, incinerating, and "no water" toilets shall be permitted by the Department under these Rules. Planning material submitted shall clearly identify the type of toilet that will be installed and the site specific location of the proposed toilet. The permitted location shall be required to have hand-washing facilities utilizing potable water discharging to an OSSF. Public parks owned by a political subdivision shall be exempt from the hand-washing facilities requirement.
6. All buried standard, non-standard and proprietary treatment compartments and pump tanks shall be provided with at least one at-grade riser that can be accessed without digging. The installed riser shall be water tight.
7. All commercial, institutional and non-residential on-site sewage facilities shall be equipped with a flow metering device capable of measuring and recording the average daily flow rate.

| W. Grandfathering, ~~Re-authorization~~ and Re-permitting of Existing Systems

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

2. ~~Re-Inspection by Qualified Inspector.~~

~~(A) If there is a transfer of ownership of an OSSF, the new owner shall submit no later than five (5) days following the effective date of the ownership transfer the following information:~~

~~(1) Documentation verifying that the OSSF septic tank has been pumped within the previous three years and showing the tank capacity and depth of sludge; and,~~

~~(2) A copy of an OSSF inspection report prepared by a Qualified OSSF Inspector which contains a verification by the inspector that the OSSF is functioning in compliance with the applicable OSSF requirements. The inspection report form must be pre-approved by the department.~~

~~(B) Where the Qualified OSSF Inspector or the Department suspect that the effluent disposal/dispersal component(s) are not functioning as designed, the OSSF owner shall have an evaluation of the suitability of the soil profile and infiltration characteristics of the dispersal area performed by a TCEQ-licensed site evaluator.~~

~~(C) Based on a review of the above information and any other available information, the Department or the Commissioners Court may require that the OSSF be subject to re-permitting.~~

32. Re-Permitting. If an OSSF is replaced or subjected to a major alteration, the OSSF shall be required to be re-permitted and upgraded to meet all applicable requirements of the current OSSF regulations, except for minimum lot acreage requirements.

Section 11. DUTIES AND POWERS.

Any individual(s) approved by the Commissioners Court, are herewith declared the designated representative(s) (DR) (30 TAC § 285.2(17)), as defined in the regulations of the Texas Commission on Environmental Quality, for the enforcement of this Order within the jurisdictional area of Hays County. The appointed individual(s) must be approved and certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities of the Designated Representative of Hays County.

Section 12. COLLECTION OF FEES.

Comment [jg7]: This section opens the county to possible liability since the county is essentially approving work that is performed by independent inspectors who each have their own quality control standards.

Additionally, enforcement of this requirement is limited at best. The 5 day window after a transaction has occurred, limits staff's ability to actually get compliance with the rule as we aren't notified of every sale of property that takes place.

All fees collected for permits and/or inspections shall be made payable to Hays County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the Texas Commission on Environmental Quality to be used for on-site sewage facility research. ~~On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.~~

Comment [jg8]: The State of TX has abolished this council and Texas Commission on Environmental Quality will take over the research.

Fees for Applications for OSSF approvals shall be based on the type of system proposed and the nature of the development the OSSF will serve. Such fees shall be established by the Commissioners Court. Additional fees for reviews, inspections and related items shall be as established by the Commissioners Court. Fees paid to the County are non-refundable.

Section 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Hays County, Texas.

Section 14. ENFORCEMENT PLAN

The County of Hays, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

An offense under this Order is a Class C misdemeanor punishable by a fine. The County may also seek all other remedies available to it under this Order and all applicable laws of the State of Texas and Rules of the TCEQ, whether referenced herein or not.

Section 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Hays County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

Section 16. RELINQUISHMENT OF ORDER.

If the Commissioners Court of Hays County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

Section 17. Effective Date.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DATE OF _____, 2010.

APPROVED:

(SEAL)

Albert (Bert) Cobb, County Judge

ATTEST:

Liz Gonzalez, County Clerk

Agenda Item Request Form

Hays County Commissioners Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Discussion and possible action to approve double filling the position of Justice Clerk 70%, of Justice of the Peace, Precinct 4 for 1 month.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 4, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: 01629-00 Staff

REQUESTED BY: Judge Terry Kyle JP4

SPONSORED BY: Commissioner Ray Whisenant

The savings that is generated by the position change will be more than the one month expense; to double fill savings and expense will be in the same line item. Savings generated are significantly more the expense needed.

Budget Amendment is not required.

Back-up attached.

DESCRIPTION OF Item: Discussion and possible action to approve double filling the position of Justice Clerk 70%, of Justice of the Peace, Precinct 4 for 1 month.

PREFERRED MEETING DATE REQUESTED: October 4, 2011

COUNTY AUDITOR

AMOUNT: \$

LINE ITEM NUMBER: 001-629-00.5021 Staff Salaries

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

From: Berry James
Sent: Wednesday, September 28, 2011 11:08 AM
To: Cindy Henneke
Subject: RE: Need your help with some numbers again!

Cindy

Here is what I got, hang with me as IF 70% replacement is @ entry level:

<u>12</u> months @ entry level = $24,136 \times 70\% =$	16,895.20
<u>12</u> months entry level Fica/mdcr-7.65% =	1,292.50
<u>12</u> months entry level Retirement 10.69% =	<u>1,806.10</u>
Total for new person @ entry level/70%	19,993.80

Refer to previous, the 70% current position is @ 25,743.54 annually, if works ONE month -1/12	=	<u>2,145.30</u>
Then total for 1 month present position + 12 months new position, both @ 70%		22,139.10

AND the present position cost for 12 months that would be replaced	<u>25,743.54</u>
SAVINGS due to reduced amount to be paid after one month	3,604.44

