

Commissioners Court -May 17, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **17th day of May, 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

PUBLIC COMMENTS

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

CONSENT ITEMS

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

1	4	Approve payments of county invoices. HERZOG
2	5-9	Approve Commissioners Court Minutes of May 10, 2011. COBB/GONZALEZ
3	10-13	Accept the Annual Report from the Hays County Parks and Open Space Advisory Board. COBB/HAUFF
4	14-15	Accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project and amend budget for travel needs. COBB/JOHNSON
5	16-18	Amend Sheriff Drug Forfeiture Fund budget to purchase equipment. COBB/CUTLER
6	19-55	Approve contract with BKM Total Office for RFP 2011-P11 Furniture for Hays County Government Center and authorize County Judge to execute same. COBB/KENNEDY
7	56-59	Authorize the County Judge to execute a Supplemental Agreement between the Pedernales Electric Cooperative and Hays County regarding a decreased cost in relocating the utility. CONLEY
8	60-62	Amend the District Attorney Grant budget to use savings in education, supplies and equipment to purchase three portable radios and accessories, and increase revenue to equal the grant award. COBB/TIBBE/ROPPOLO/HAUFF

ACTION ITEMS

ROADS

9	63-66	Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Belterra subdivision, Phase 4, Section 18. WHISENANT
10	67	Call for a public hearing on May 31, 2011 to establish traffic regulations (No Parking/Tow Away) on Nutty Brown Road. WHISENANT/BORCHERDING
11	68	Call for a public hearing on May 31 to establish traffic regulations (No Parking/Tow Away Zone) on Oak Branch Drive. WHISENANT/BORCHERDING

SUBDIVISIONS

12	69-70	11-2-1 Bostwick Subdivision (2 lots). Discussion and possible action to consider approval of final plat. JONES/BOTKIN
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MISCELLANEOUS

13	71-89	Discussion and possible action to authorize the County Judge to execute a contract with VOTEC Corporation to install the VEMACS Elections and Voter Registration Systems modules. INGALSBE/COWAN
14	90-91	Discussion and possible action to receive direction from the Court on the sale of real property, postings and other civil procedures with respect to where those events will take place and what the "designation" of courthouse will be. CONLEY/AYRES
15	92-93	Discussion and possible action regarding bond issuance timeline for road and park bonds. COBB/HERZOG
16	94-100	Discussion and possible action to authorize the County Judge to execute three work authorizations under the County's contract with Klotz Associates, Inc., related to drainage improvements in and near the Leisurewoods Subdivision. JONES
17	101-139	Discussion and possible action to authorize the county judge to execute an interlocal agreement regarding the implementation of the Plum Creek Watershed Protection Plan. JONES/INGALSBE
18	140-141	Discussion and possible action to amend the fee schedule for Food Establishments and adopt a fee for annual contract renewal for advanced OSSF's within Hays County. JONES/GARZA
19	142-149	Discussion and possible action to authorize the County Judge to execute an agreement between the Texas Health and Human Services Commission – Office of Inspector General, the Hays County Criminal District Attorney and Hays County. COBB/TIBBE
20	150-153	Discussion and possible action to approve an increase to the Not-to-Exceed fee on the Huitt-Zollars' Professional Services Agreement for necessary additional services on the CR 266 (Old Bastrop Hwy) project. INGALSBE
21	154-155	Discussion and possible action to amend the Bulletproof Vest Grant budget and department budgets to allow for the purchase of 2 protective vests for Development Services, 2 vests for the Fire Marshal, and one vest for Constable #1. CONLEY
22	156-157	Discussion and possible action regarding SB 1771, proposed legislation involving tax notices. COBB/CONLEY/CARAWAY
23	158-162	Discussion and possible action to authorize the County Judge to execute a Right of Way Easement benefiting GTE Southwest Inc. d/b/a Verizon Southwest on a 1.471 acre tract of property owned by Hays County near Bebee Road in Precinct 2. JONES
24	163	Discussion and possible action to consider accepting a series of payments from the Cedar Oaks Mesa Property Owners' Association in settlement and in lieu of payment by real property owners under Chapter 253 of the Texas Transportation Code. CONLEY
25	164	Discussion and possible action to authorize the County Judge to execute an agreement with the City of San Marcos regarding subdivision and development regulation in the extraterritorial jurisdiction of San Marcos, pursuant to HB1445 (2001). INGALSBE/CONLEY
26	165-166	Discussion and possible action to award to Ramsey Engineering, LLC a contract to submit develop documents related to Letter of Map Revision to FEMA regarding the construction of the Green Acres Bridge. This action will authorize the County Judge to execute the Professional Services agreement for this work. CONLEY/BORCHERDING
27	167-186	Discussion and possible action to authorize the County Judge to execute a Request for Change Order with Balfour Beatty Construction for work related to the installation of Audio Visual equipment in the Government Center complex. INGALSBE
28	187	Discussion and possible action to consider granting a variance from Hays County Development Regulations, Chapter 705, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to Lorraine Culp-Leonard, owner of a 3.89 acre portion of lot D-41 in Douglas Estates. WHISENANT/BOTKIN
29	188-217	Discussion and possible action to request annexation by the City of San Marcos of the complex located at 5 Mile Dam Park. INGALSBE
30	218-230	Discussion and possible action to approve the joinder of additional municipalities and counties in the Coalition of Central Texas Utilities Development Corporation; to approve amendment of the Corporation's Articles of Incorporation, the Bylaws to allow joinder; and to authorize the County Judge to execute an amendment to the Interlocal Agreement related to said Corporation to allow joinder. WHISENANT
31	231-232	Discussion and possible action to authorize the County Judge to execute a Change Order with Hunter Industries, Ltd. related to improvements on Ranch Road 12. CONLEY

32	233	Discussion and possible action to allow Broaddus & Associates to move forward with pre-construction design services with the design build team, Lott Brothers/GSC, for the Precinct 2 Office Building. JONES
33	234	Discussion and possible action to authorize the County Judge to execute a utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the Emily Ann Theatre on the RM 2325 Priority Road Bond Program project. CONLEY

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.

34	235	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 Right of Way acquisition on Ranch Road 12. Possible action may follow in open court. CONLEY
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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.

35	Discussion and possible action related to the burn ban. COBB/CHAMBERS
36	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBIE
37	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
38	Presentations by Department Heads to update and inform the Commissioners Court of department structure, performance, and goals. COBB/BAEN
39	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
40	Discussion of material relating to the Hays County Water and Wastewater Authority and/or the LCRA divestiture. WHISENANT
41	Discussion and possible action regarding CAMPO's call for projects that would be funded by federal stimulus monies. CONLEY/BORCHERDING

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 13th day of May, 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

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 5/17/11

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

SUMMARY:

Agenda Item Request Form

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9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES MAY 10, 2011.

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

PREFERRED MEETING DATE REQUESTED: MAY 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 10TH DAY OF MAY 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

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

Pastor Robin Steele with the Promise Land 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.

New Hires were introduced by Dee Dee Baen Human Resources Director

PUBLIC COMMENTS

Luanne Caraway Hays County Tax Assessor spoke about House Bill. Alan Cameron resident of San Marcos spoke. Sam Brannon resident of San Marcos spoke.

28030 ADOPT A PROCLAMATION DECLARING MAY 15, 2011 AS PEACE OFFICERS MEMORIAL DAY AND MAY 15-21, 2011 AS LAW ENFORCEMENT OFFICERS WEEK

Hays County will honor fallen Peace Officers on May 17th at 7:00 pm at the Hays County Courthouse. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adopt a Proclamation declaring May 15, 2011 as Peace Officers Memorial Day and May 15-21, 2011 as Law Enforcement Officers week. Commissioner Whisenant, Commissioner Jones and Judge Cobb voting "Aye" Commissioner Conley not present to vote. MOTION PASSED

RECOGNIZE HAYS COUNTY FIREFIGHTERS FOR THE SERVICE DURING THE RECENT TEXAS WILDFIRES

Clay Huckaby Buda Fire Chief/Hays County Fire Chiefs Association spoke on behalf of the firefighters that were assisting in the West Texas fires. The following Firefighters responded to the need for assistance during the recent Texas Wildfires. They represented Hays County well and are being honored for their sacrifices the Firefighters are from (South Hays Fire) Lt. Basil Pierce, Firefighter Wes Trapp, Jesse Maldonado, TJ Browder, Chas Humphrey, Jason Perez and Matt Simkin (Buda) Lt. Craig Odell, Lt. Raymond Seyfried, Cory Young, Heath Huckaby, Carlos Rocha, Jason Cook, Ben Ogletree, Jacob Haverda, and Abel Gonzales (Kyle) Lt. Derrick Sexton, Kevin Cox, Matt Jobe, and Brandon Kitchens (ESD#6) Rayne Kelly, Dustin Hudson and Steven Fretwell.

Clerk's Note: Commissioner Conley came to court at this time.

28031 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve payments of county invoices in the amount of \$531,371.12 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

28032 APPROVE COMMISSIONERS COURT MINUTES OF MAY 3, 2011

A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve Commissioner Court Minutes of May 3, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28033 AMEND SHERIFF'S OPERATING BUDGET FOR HOLIDAY OVERTIME PAY

The Sheriff's Department is requesting additional funds due to staffing coverage over the holidays in the Sheriff Operating division. Also, funds have been moved from this line item to other divisions under the Sheriff to help fund their overtime pay which is now creating budget issues. Funds from salary savings (due to unfilled positions) will be used to fund this amendment. Staff Salary-001-618-00.5021: (\$50,000) Holiday O/T 001-618-00.5036 \$50,000. A motion was made by Commissioner Jones, seconded by Commissioner Conley to amend Sheriff's Operation budget for holiday overtime pay. All present voting "Aye". MOTION PASSED



MAY 10, 2011

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County Clerks Note Item # 6: ACCEPT A \$10,000 DONATION FROM KATE JOHNSON FOR THE HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT- was pulled

28034 APPROVE SPECIFICATIONS FOR RFP #2011-P12, REAL ESTATE SERVICES ON AN AS-NEEDED BASIS, AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR PROPOSAL AND ADVERTISE

Hays County is seeking the services of a real estate company (the consultant) to provide a broad range of real estate services for real property assets. The purpose of the request for proposals is to select one or several consultants who may be retained and used on an as-needed basis to assist the County in all aspects of real estate planning, lease evaluation, portfolio management and evaluation of surplus property. This offering is not intended to be a selection of a Consultant for a specific project. The county reserves the right to determine the project assignment to the Consultant following the general guidelines as follows: 1) evaluation of County's owned and leased property; 2) evaluation of County's current lease agreements and assessment of revenue potential; 3) assessment of potential sale of current County property inventory; and 4) special projects. A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve specifications for RFP #2011-P12, Real Estate Services on an As-Needed Basis, and authorize Purchasing Manager to solicit for proposal and advertise. All present voting "Aye". MOTION PASSED

28035 APPROVE RECOMMENDATION OF PARSONS BRINCKERHOFF AS MOST QUALIFIED FIRM FOR RFQ 2011-P08 "QUALIFICATIONS FOR FIRMS HAVING EXPERTISE IN TRANSPORTATION PLANNING"

There were six proposals received and after evaluation of those proposals from Prime Strategies Inc, HDR Engineering Inc, URS, Parsons Brinckerhoff, Halff Associates and Freese & Nichols, Parson Brinckerhoff was selected as most qualified. A negotiated contract will be brought back before Commissioners Court for approval at a later date. A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve recommendation of Parsons Brinckerhoff as most qualified firm for RFQ 2011-p08"Qualifications for Firms having Expertise in Transportation Planning". All present voting "Aye". MOTION PASSED

28036 RENEW BID #2010-B09 FOR "EMULSION OILS" FOR ONE ADDITIONAL YEAR AS PROVIDED FOR IN ORIGINAL BID

There will be a 15 cent increase per gallon from Ergor due to the increase in oil prices, but this increase is still below the bid price of the next lowest bidder. Due to the volatile market for oil prices, if the county rebids the county would be subjected to much higher pricing. The increase is provided for in the original bid. The original specifications provide for a price increase or decrease, if needed, based upon price changes the vendor receives for the established price of product to be furnished provided the pricing does not exceed the next lowest bidder. A motion was made by Commissioner Jones, seconded by Commissioner Conley to approve the renew bid #2010-B09 for "Emulsion Oils" for one additional year as provided for in original bid. All present voting "Aye". MOTION PASSED

28037 1826 NUTTY BROWN SUBDIVISION [10-4-31] APPROVE FINAL PLAT

Roxie Boykin Subdivision Coordinator gave an overview of the plat and gave the final approval. The 1826 Nutty Brown Subdivision is a proposed subdivision of 5.00 acres of land located at the intersection of FM 1826 and Nutty Brown Road in Precinct 4. The owner intends to build a convenience store and gas station on the lot which will be served by LCRA and an individual on-site sewage facility to be permitted by Hays County. Concerns regarding access have arisen. The developer has been coordinating with the City of Dripping Springs, Hays County, and TxDOT, and is proposing a turning lane on FM 1826 as a condition for approval of the driveway permit through TXDOT. The City of Dripping Springs approved final plat in late 2010, and approved the site plan on March 8, 2011 and the preliminary plat was approved by the Commissioners Court on March 22, 2011. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve final plat of 1826 Nutty Brown Subdivision. All present voting "Aye". MOTION PASSED

DISCUSSION REGARDING CAMPO'S CALL FOR PROJECTS THAT WOULD BE FUNDED BY FEDERAL STIMULUS MONIES

Transportation Director Jerry Borcharding spoke of the STP MM funding. (Surface Transportation Program Metropolitan Mobility), Michael Aulick Vice President of Huitt-Zollars Inc. spoke and Joe Cantalupo Executive Director of CAMPO (Capital Area Metropolitan Planning Organization) spoke. CAMPO is responsible for competitively awarding federal Surface Transportation Program Metropolitan Mobility (STP MM) funding. The region will have access to approximately \$74 million in STP MM funding in FY's 2012-2014. - No Action Taken



28038 AUTHORIZE THE PERSONAL HEALTH DEPARTMENT (PHD) TO TRANSFER FUNDS FROM MEDICAL SUPPLIES TO MISCELLANEOUS EQUIPMENT AND PURCHASE A NEW MICROSCOPE FOR THE TITLE V PROGRAM

Priscilla Hargraves Personal Health Director spoke. The current microscope being used in the Kyle clinic by the Woman's Health Department is 20 to 25 years old. Replacement parts are no longer available. The PHD requests approval for the purchase of a new microscope to eliminate a potential lapse in diagnostic services. The transfer of funds is necessary to put the amount of the microscope to eliminate a potential lapse in diagnostic line item. The funds transferred will be from line item # 120-675-99-020.5231 to #120-675-99-020.5719 for the amount of purchase plus delivery fee. A motion was made by Commissioner Conley, seconded by Commissioner Jones to authorize the Personal Health Department (PHD) to transfer from Medical Supplies to Miscellaneous Equipment and purchase a new microscope for the Title V program. All present voting "Aye". MOTION PASSED

28039 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT (PHD) AND THE BOYS AND GIRLS CLUBS OF SOUTH CENTRAL TEXAS (BGCSCT)

Priscilla Hargraves Personal Health Director spoke and introduced JoAnna Garcia of the Boys and Girls Club of South Central Texas. The purpose of the MOU is to establish a partnership between the PHD and the Boys and Girls Clubs of South Central Texas to provide their students with preventive care services such as educational programs and immunization outreach clinics. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to execute a Memorandum of Understanding (MOU) between Hays County Personal Health Department (PHD) and the Boys and Girls Clubs of South Central Texas (BGCSCT). All present voting "Aye". MOTION PASSED

28040 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN WATER CONTROL IMPROVEMENT DISTRICT #2 AND HAYS COUNTY, TEXAS FOR THE PARKS AND OPEN SPACE IMPROVEMENTS WITHIN THE BELTERRA SUBDIVISION

In March 2011, after review of a proposal and recommendation by the Parks and Open Space Advisory Board, the Commissioners Court allocated \$100,000 toward parks and open space improvements in the Belterra subdivision. This Interlocal Agreement represents the terms and conditions of that commitment and provides for payment of County Parks Bond monies to WCID#2 for those purposes. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute an Interlocal Agreement between Water Control Improvements District #2 and Hays County, Texas for the parks and open space improvements within Belterra Subdivision. All present voting "Aye". MOTION PASSED

DISCUSSION RELATED TO THE BURN BAN, AND THE LOCAL DISASTER DECLARATION AND RELATED PROHIBITION AGAINST FIREWORKS

Mark Chambers, Hays County Fire Marshal gave recommendation to leave the burn ban in effect.

County Clerks Note Item #16: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS - was pulled

Sam Brannon and Lenee Lovejoy made a public comment.

DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR

Sam Brannon and Lenee Lovejoy spoke. Jeff Watson of HNTB gave an overview of the project.

County Clerks Note Item # 18: PRESENTATIONS BY DEPARTMENT HEADS TO UPDATE AND INFORM THE COMMISSIONERS COURT OF DEPARTMENT STRUCTURE, PERFORMANCE, AND GOALS- was pulled



MAY 10, 2011

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28041 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Special Counsel Mark Kennedy spoke of David Mendoza Assistant District Attorney giving notice and needing to fill this position. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to fill the open position in the District Attorney's office. All present voting "Aye". MOTION PASSED

County Clerk Note Item # 20: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND WASTEWATER AUTHORITY AND/OR THE LCRA DIVESTITURE ~~was pulled~~

Sam Brannon and Lenee Lovejoy made a public comment.

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones 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 May 10, 2011.



LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

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

AGENDA ITEM: Accept the Annual Report from the Hays County Parks and Open Space Advisory Board.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Camp/Hauff

SPONSORED BY: Cobb

SUMMARY:

As required in the Bylaws for the Hays County Parks and Open Space Advisory Board, and in addition to project reviews and comments that have been forwarded or presented to the Hays County Commissioners Court, an Annual Report is to be submitted on the yearly activities of the Board. The Annual Report is included.



Hays County Parks and Open Space Advisory Board

April 28, 2011

The Honorable Bert Cobb, M.D., County Judge
The Honorable Debbie Ingalsbe, Commissioner, Precinct 1
The Honorable Mark Jones, Commissioner, Precinct 2
The Honorable Will Conley, Commissioner, Precinct 3
The Honorable Ray Whisenant, Commissioner, Precinct 4

Dear Judge and Commissioners:

As required under the Article V, Section 2 of the Bylaws for the Hays County Parks and Open Space Advisory Board, included below is the Annual Report summarizing activities of the Board for calendar year 2010.

The purpose of the Hays County Parks and Open Space Advisory Board (HCPOSAB) is to "... advise the Commissioners Court on current and future parks, open space, natural areas, wildlife habitat, water quality/quantity, recreational facilities, and other associated conservation lands and projects. The charge of the Board shall be (1) to review potential projects for conformity to the county's Parks and Open Space Master Plan, (2) to make recommendations to the Commissioners Court concerning these projects, (3) to update the county's Parks and Open Space Master Plan as necessary and, (4) to assist county staff in outreach efforts throughout the county." (Bylaws, Article II)

Meetings Held

January 6, 20
February 3
March–April – no meetings
May 19
June 14, 28
July 3
August 4
September 1
October 6, 20
November 3, 17
December – no meetings

Membership

At the end of 2010, there were 16 appointed members serving on the Board, with 4 vacancies (20 persons constituting the full Board membership, with four appointments from each of the Commissioners Court members). The membership was as follows:

Jim Camp, Chair (Precinct 2)
 Melinda Mallia, Vice Chair (Precinct 4)
 Jon Engel, Secretary (Judge)
 Gary Amaon (Precinct 3)
 Sherri Bilson (Precinct 3)
 Kathy Boydston (Judge)
 Donna Brasher (Precinct 4)
 Martha Brown (Precinct 4)
 Todd Derkacz (Precinct 1)
 Nancy Gilkyson-Potter (Precinct 4)
 Naomi Harris (Precinct 1)
 Jeff Kaufmann (Precinct 2)
 Ron Riggins (Precinct 1)
 David Salazar (Precinct 1)
 Linda Tenorio (Judge)
 Barbara Vinson (Precinct 2)

Over the course of the year, there were four resignations - Chris North, Corky Kuhlmann, Pat Johnson, and Vaughn Thayer - and two appointments - Linda Tenorio (Judge – replacement for Chris North) and Donna Brasher (Precinct 4 – replacement for Pat Johnson). Per the Bylaws, the Board voted in July to elect Jim Camp as Chair, Melinda Mallia as Vice Chair, and Jon Engel as Secretary.

During January and February, the focus of the Board was on the review of 15 proposals submitted under a Request for Proposals, Properties Suitable for Conservation Use, issued on October 2, 2009 and due on November 16, 2009. These were distributed to Board members in December, 2009. Proposals were reviewed under the criteria developed for the projects, with a focus on appropriate habitat properties and other considerations associated with the criteria. Six of these proposals, ranked in priority order and with comments by the members, were conveyed to the Commissioners Court in Executive Session on February 16 for consideration and selection.

The Board did not meet during March and April. Selection of the Open Space project(s) was still pending with the Commissioners Court. A special meeting was called on May 19 for presentations and discussion of the Kyle NE Regional Park and Jacob's Well projects. Recommendations were made for the Commissioners Court to move forward with these projects.

In June and July, the Board began consideration of revision to the Parks and Open Space Master Plan, and also provided comments to the Commissioners Court regarding a proposal by the Shooting Sports Task Force for a property on which to develop the Texas Shooting Sports Complex.

In August, the Board assessed criteria for a new Call for Projects and provided recommendations for Commissioners Court consideration. Further input was also provided on an RFQ for a consultant to revise the Parks and Open Space Master Plan. The Commissioners Court approved solicitation of the RFQ on August 24, and a Call for Projects was issued on September 1, with a deadline of October 1 for application submission. During September-November presentations were heard on 12 proposals submitted for consideration. The Board scored and ranked the various projects during the November 17 meeting, according to the established criteria, and recommendations were conveyed to the Commissioners Court for December 7, 2010 action. A subcommittee of the Board also reviewed responses to the RFQ and assisted in ranking these, with recommendations also provided to the Commissioners Court for selection of the consultant on December 7, 2010.

Various Board members also attended Commissioners Court meetings throughout the year and provided input regarding the Parks Bond funds and parks and open space issues. The Hays County Parks and Open Space Advisory Board Members want to thank the Commissioners Court officials for their consideration.

Respectfully Submitted,

A handwritten signature in black ink that reads "Jim Camp". The signature is written in a cursive, flowing style.

Jim Camp, Chair

On behalf of the Hays County Parks and Open Space Advisory Board

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

AGENDA ITEM: Accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project and amend budget for travel needs.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$1,550.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-676-00-055.4610

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

The Historical Commission has received donations for the Buck Winn documentary. These funds will be used for the production and distribution of the Buck Winn DVD's. No matching county funds needed.

Budget Amendment;

001-676-00-055.4610 – contributions:	(1,550.00)
001-676-00-055.5448 – contact services:	1,270.00
001-676-00-055.5501 – travel:	1,280.00
001-676-00-055.5201 – general supplies:	(1,000.00)

Agenda Item Routing Form

DESCRIPTION OF Item: Accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project and amend budget for travel needs.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$1,550.00

LINE ITEM NUMBER: 001-676-00-055.4610

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

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: Amend Sheriff Drug Forfeiture Fund budget to purchase equipment.

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

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

PREFERRED MEETING DATE REQUESTED: 5/17/11

AMOUNT REQUIRED: \$6,466.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 053-618-00.5719_400

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

The Sheriff's Drug Forfeiture funds may be used at his discretion. In order to follow County policy, we are requesting to move the funds into the appropriate general ledger account to purchase 16 stop sticks for the safety of officers.

Page 2

FUND NO. 053
FUND TITLE: SHERIFF DRUG FORFEITURE

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Sheriff Drug Forfeiture (618):</u>				
053-618-00.5719_400 Misc Eqpt	3,940	6,466		10,406
053-618-00.5391 Misc	18,060		(6,466)	11,594
Transfer for equipment purchase				

ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2011THE STATE OF TEXAS
COUNTY OF HAYSWHEREAS, on the 17th day of May, A.D., 2011, the Commissioners' Court of Hays County, Texas,

has determined that a need exists for the reallocation of certain appropriations included in the FY 2011 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2011 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 17th day of May, 2011

FOR	()	_____
AGAINST	()	DR. BERT COBB
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	()	_____
AGAINST	()	DEBBIE GONZALES - INGALSBE
ABSTAIN	()	COMMISSIONER, PRECINCT 1

FOR	()	_____
AGAINST	()	MARK JONES
ABSTAIN	()	COMMISSIONER, PRECINCT 2

FOR	()	_____
AGAINST	()	WILL CONLEY
ABSTAIN	()	COMMISSIONER, PRECINCT 3

FOR	()	_____
AGAINST	()	RAY WHISENANT
ABSTAIN	()	COMMISSIONER, PRECINCT 4

ATTEST:	_____
	LIZ Q. GONZALEZ
	COUNTY CLERK, HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve contract with BKM Total Office for RFP 2011-P11 Furniture for Hays County Government Center and authorize County Judge to execute same.

CHECK ONE:

☒ **XCONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Kennedy/Hinkle

SPONSORED BY: COBB

SUMMARY: (See attached)

Hays County
Contract Sheet for RFP #2011-P11
Furniture for New Government Center

The State of Texas
County of Hays

This memorandum of agreement made and entered into on the _____ day of _____ 2011, by and between **Hays County in the State of Texas** (hereinafter designated County), acting herein by **County Judge**, by virtue of an order of **Hays County Commissioners' Court**, and _____ (hereinafter designated Contractor).

The **Contractor** and the **County** agree that the Specifications/Statement of Work, other requirements, the Standard Terms & Conditions, as well as any other Terms and Conditions established as a result of bidding documents for _____ for Hays County are made a part hereof and attached hereto, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; The County agrees to pay the prices stipulated in the accepted bidding documents.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto.

Executed at Hays County, Texas this _____ day of _____ 2011.

By: _____
Hays County Judge

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name

Title

Attest: _____

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 of 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

Labor Liability

Worker's Compensation Meeting Statutory Requirements

RFP #2011-P11
Furniture for New Government Center

Additional Terms and Conditions:

- BKM Total Office shall follow Balfour Beatty Safety and jobsite rules.
- Hays County will dedicate the freight elevator, nearest the loading dock, to BKM's use during delivery. BKM shall be responsible for any damage to freight elevator.
- If the merchandise cannot be installed on the installation date by reason of the unavailability of premises, causes beyond the control of BKM, or delays caused by the Customer, then BKM (1) shall have a reasonable time to install the merchandise after the premises are available or after any other causes of delay beyond the control of BKM have been eliminated, and (2) the merchandise shall, at BKM's option, be stored by Customer or by BKM in its warehouse until installation can be resumed.
- Performance and Payments bonds shall be due ten (10) days after the signing of the contract.

DOCUMENT 00 01 09
NOTICE TO BIDDERS

PART 1 - GENERAL

1.1 REQUEST

- A. Owner requests proposals on Work as follows:
1. Project: Hays County Government Center Furniture Bid Package.
 2. Project Addresses: 712 S. Stagecoach Trail, San Marcos, Texas 78666
 3. Owner: Hays County
 4. Architect: HDR Architecture, Inc., 17111 Preston Rd., Suite 150, Dallas, TX 75248
 5. Bids due:
 - a. Date: April 12, 2011.
 - b. Time: 2:00 P.M. CST Sharp.
 - c. Place: Hays County Purchasing Office
111 E. San Antonio Street, Suite 101, San Marcos, TX 78666
Historic Courthouse, 1st Fl
 - d. Bids will be opened shortly after 2:00 P.M.
 - e. Bid will be awarded by the Board of Commissioners at the April 19, 2011 board meeting.
 6. Type of Bidding and Classes of Work:
 - a. Request for competitive sealed proposal for furnishings and installation.

1.2 DESCRIPTION

- A. In general, work consists of furnishings for offices, courtrooms, public waiting areas, and defendant-in-custody holding areas. Installation will be in one phase aligned with construction schedule of building.
- B. Job conditions:
1. Project includes new construction of a County Office Building.
 - a. This building has a raised loading dock. Freight elevator access will be provided. Installer needs to verify and coordinate delivery of larger items which may or may not fit in the elevator. Furniture vendor will be responsible for elevator protection and for repairing any damage they cause to it.
- C. Coordination Meetings
1. Coordination with the General Contractor working in and on this building will be required. Attend weekly construction meetings beginning the first week of May 2011 and concluding with the final Owner move.
 2. These meetings will be utilized to coordinate, among other things, electrical service and use of entry paths, stairs, elevator, etc., so that the Owner, General Contractor and furnishings contractors can conduct their work as efficiently as possible with minimal disruptions to schedule.
 3. Time extensions or extra payments will not be granted for meetings or minor delays associated with working in the facility or with the General Contractor and Owner's representative.
- D. Installation
1. Date may vary based on work progress. Coordinate with the construction schedule and Owner's move schedule as the project progresses.
 2. As of now, installation shall occur October 17 – November 30, 2011.

343063-120168-007

Hays County
Government Center - Furniture Bid Package, 100% Bid Documents -
NOTICE TO BIDDERS
00 01 09 - 1

March 11, 2011

DOCUMENT RELEASE

TO: HDR Architecture, Inc.

PROJECT: Hays County Government Center Furniture Bid Package

HDR PROJECT NO.: 343063-120168-007

Drawings and Specifications prepared by Architect are instruments of Architect's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in Drawings and Specifications prepared by Architect, and unless otherwise indicated, Architect shall be deemed the author of Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to copyright. Drawings and Specifications prepared by Architect, and copies thereof furnished to Contractor, either in printed, reproducible, electronic format (original or translated), are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor, Sub-subcontractor, material or equipment supplier, or others on other projects or for additions to this Project outside scope of the Work without specific written consent of Owner and Architect.

The accuracy of electronic files which have been translated to a different format, whether by others or by the Architect, shall not be guaranteed by Architect. The original signed documents shall represent the Contract Documents, and should not be substituted by any electronic information. Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of Drawings and Specifications prepared by Architect to the extent necessary for the appropriate execution of their Work under Contract Documents. If Contractor, or any Subcontractor, Sub-subcontractor, material or equipment supplier, or others modifies any Drawing or Specification, they agree to remove from the Drawing or Specification any reference to the Architect and any professional seals or signatures. In consideration for the use of Architect's Drawings or Specifications, Contractor, Subcontractor, Sub-subcontractor, and material or equipment supplier agree to indemnify, defend and hold harmless the Architect from and against, all claims, injuries, losses, damages, costs and expenses (including without limitation, attorneys' fees) arising out of such alteration or use.

The electronic files are provided solely as a convenience and shall NOT be considered "Contract Documents", "Construction Documents" or any type of certified document. The information contained in the electronic files may not be used in lieu of obtaining information by other means required by other agreements, including those with the Owner, such as by survey or other procedures or sources, and any conclusions or information obtained or derived from such electronic files will be at users sole risk. By providing information in this format, Architect makes no representations, whether express or implied, whether user's means, methods, techniques, sequences, or procedures are adequate, appropriate, or approved, and whether the use of the information contained in the electronic files is appropriate.

Files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time. By accepting electronic files, Contractor, Subcontractors, Sub-subcontractors, material or equipment suppliers, or others acknowledges these risks and agrees to waive all claims against Architect should data not be accurate or erosion, erasure and/or alteration of these electronic files occur.

DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 RECEIPT AND OPENING OF BIDS

- A. Hays County, Texas (herein after called the "Owner"), invites Bids for furniture procurement and installation.
- B. Sealed bids will be received at place and time indicated in Notice to Bidders.
 - 1. Bids received late will not be opened.
- C. Sealed bids must be delivered to Cindy Maiorka, the Owner's purchasing agent, on April 12, 2011, by 2:00 P.M. CST sharp. The bid opening will occur shortly after 2:00 P.M. on April 12.

1.2 METHOD OF BIDDING

- A. The Owner is seeking a turn-key package from one single vendor. Only a **COMPLETE BID** including ALL items in this package will be accepted. If bidders need to subcontract a portion(s) of the work included in these documents in order to provide a total and complete bid package, then that will be the responsibility of the bidder submitting price for this package to coordinate such terms.
- B. See Bid Form for specific requirements regarding bids and cost breakdown.
- C. The Owner is qualified to receive GSA and TxMAS pricing; however, the Owner does not mandate that items need to be furnished from these lists. In order to pass along the best possible price to the Owner, Bidders have the option of submitting GSA pricing or non-GSA pricing on items listed in this package that are on GSA contract.
- D. This is a tax-exempt project.

1.3 PREPARATION OF BID

- A. Submit on forms furnished herein and attach separate pages where additional information is requested.
- B. Fill out in ink or typewritten, without erasure, interlineation or changes.
- C. Make Bid in name of principal and, if co-partnership, give names of all parties.
- D. Organizational Experience and References:
 - 1. Name of Firm
 - 2. Address of Principal Office
 - 3. Phone Number
 - 4. Fax Number
 - 5. Email address and/or Web address
 - 6. Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, etc.)
 - 7. Year founded
 - 8. Primary individual to contact
 - 9. List the major projects completed by your firm within the last five (5) years in similar scope and size to the project herein. For each project provide the name, nature of the project and function of the building, size (sq. ft.), locations, cost, completion date, Owner and Architect, and the manner in which your organization was selected (Bid, RFP, or other method).
- E. Organizational Chart and Resumes of the Project Team:

- B. Bidders are encouraged to coordinate requests for electronic drawing files prior to this meeting so that transfer of those files can occur at the meeting.

1.5 WITHDRAWAL OR REVISION OF BID

- A. Bid may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1. Bidder may, without prejudice to himself, withdraw bid after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 - 2. Electronic and telephonic communications are not acceptable.
- B. After opening, no bid may be withdrawn for period indicated in Bid Form.

1.6 IRREGULAR BID

- A. Bid is considered irregular and may be rejected for following reasons unless otherwise provided by law:
 - 1. If Bid Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, conditional bids, or irregularities of any kind which may tend to make bid incomplete, indefinite, or ambiguous.
 - 3. If bidder adds any provisions reserving right to accept or reject any award, or to enter into contract pursuant to an award.
 - 4. If unit or lump sum prices contained in bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
 - 5. If bidder fails to insert Alternate and Unit Prices for every such item indicated.
 - 6. If bidder fails to complete Bid Form where information is requested, so bid may be properly evaluated, including failing to acknowledge receipt of any/all addenda.
- B. Owner reserves right to reject any or all bids and to waive irregularities or informalities as may be in Owner's interest.

1.7 INTERPRETATIONS

- A. If bidder for proposed Work is in doubt as to true meaning of any part of Bidding Documents, complete the following Bid Document Request For Interpretation form and email it to the address indicated on form.
- B. Bidder submitting request is responsible for prompt delivery of such requests.
- C. Request must be received BY DATE SHOWN ON RFI FORM.
- D. No oral interpretations will be made.
- E. Owner or Architect is not responsible for any other explanations or interpretations which anyone presumes to make.
- F. Interpretations or supplemental instructions will be in form of written addenda or clarification.
- G. Addenda will be posted at <http://www.co.hays.tx.us>. Each interested bidder will be responsible for downloading updates. No addenda will be posted within 3 days of bid date without an extension of the bid period.
- H. Failure to receive such addendum does not relieve bidder from any obligation under his bid as submitted.
- I. All addenda become part of Bidding Documents and Contract Documents.
- J. Bidder desiring approval of material or equipment not specified must comply with Document 00440.

1.8 BASE BIDS

- A. Absence of any entry will be assumed to indicate zero price or time change.

BID DOCUMENT

REQUEST FOR INTERPRETATION

PROJECT: Hays County Government Center Furnishings Bid Package	HDR PROJECT NO.: 120168-007
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FOR CONTRACTOR / SUBCONTRACTOR / VENDOR ROUTING: Firm: _____	BD-RFI NO.: _____ Transmittal No.: _____ Date: _____
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TO: Attn.: John Niesen HDR Architecture, Inc. 17111 Preston Road, Suite 150 Dallas, TX 75248. Email: john.niesen@hdrinc.com	<input type="checkbox"/> Mailed <input type="checkbox"/> Emailed	Number of pages _____
--	--	------------------------------

(Provide references and complete description of request with sketches or copy of document if necessary) (Please type or print legibly)		
SPEC. SECTION: _____	DWG. NO.: _____	RM. NO.: _____
REQUEST: _____		
BIDDER: _____		
ADDRESS: _____		
PHONE NO.: _____	EMAIL: _____	
BY: _____	DATE: _____	

<u>Request must be received no later than by 12:00 Noon on April 1, 2011!</u> If response is necessary, interpretations or supplemental instructions will be in the form of written addenda or clarification.

ARCHITECT'S ROUTING: (for A/E use only)		A/E BD-RFI No.: _____
TO:	DATE: _____	
<input type="checkbox"/> Proj. Mgr.	_____	<input type="checkbox"/> Equip./Casework _____
<input type="checkbox"/> Coordinator	_____	<input type="checkbox"/> Civil / Landscape _____
<input type="checkbox"/> Structural	_____	<input type="checkbox"/> Interior Designer _____
<input type="checkbox"/> Mechanical	_____	<input type="checkbox"/> Specification Writer _____
<input type="checkbox"/> Electrical	_____	<input type="checkbox"/> Project C.C.A. _____
ACTION:	<input type="checkbox"/> Review & initiate addendum item if appropriate	<input type="checkbox"/> Review & provide input <input type="checkbox"/> Info only
	<input type="checkbox"/> Review & initiate change doc. if appropriate	<input type="checkbox"/> Other: _____

END OF FORM

(e) **Excess/Umbrella**

\$2,000,000

4. The Contractor shall cause all its Subcontractors to maintain similar insurance, especially statutory workers compensation insurance, except Comprehensive Commercial and General Liability Insurance shall be \$2,000,000 aggregate, at no expense to Client. Coverage will maintain in effect all insurance coverage required herein without cancellation. All policies shall contain a provision that the coverage afforded shall not be canceled or not renewed, nor restrictive modifications or changes added until at least thirty (30) days prior written notice has been given to HAYS COUNTY.
5. In the event the Contractor fails to maintain any insurance coverage required under this Agreement, Client may terminate the Contract Agreement.
6. The Contractor shall continue to carry completed operations insurance for at least two (2) years after the final payment from Hays County is made to the Contractor.
7. The Contractor shall provide an endorsement to the Worker's Compensation policy which grants waiver of subrogation in favor of Hays County. Broaddus Associates and HDR Architecture, Inc. shall be listed as additional insured on the Contractor's General Liability Coverage. The Contractor shall provide Builders Risk Coverage for the amount of their work.

SECTION 00 41 13
BID PROPOSAL (Revised per Addendum #3)
FURNISHINGS PROCUREMENT AND INSTALLATION
HAYS COUNTY GOVERNMENT CENTER
Hays County Bid Number RFP 2011-P11

TO: HAYS COUNTY
111 East San Antonio Street
San Marcos, Texas 78666

Dear Authority Members:

THE UNDERSIGNED BIDDER, having carefully examined the Drawings, Specifications and other contract Documents of the above Project presently on file on the County's website.

CERTIFIES THAT, he has full knowledge of the extent and character of the Work involved, installation difficulties that may be encountered, and materials necessary for installation, and all other factors affecting or which may be affected by the specified Work; and,

CERTIFIES THAT, he has not entered into collusion with any other bidder or prospective bidder relative to the Project and/or bid; and,

HEREBY PROPOSES AND AGREES, if bid is accepted, to enter into a contract to provide all necessary labor, supervision, materials, equipment and tools to completely deliver and install all items described in this package in accordance within the dates stated in Request for Competitive Sealed Proposal and to accept in full payment therefore the amounts set forth below for all Work actually performed as computed by the Owner as follows:

PROPOSAL - BASE BID
FURNISHINGS PROCUREMENT AND INSTALLATION
HAYS COUNTY GOVERNMENT CENTER

PART A-FURNISHINGS AND INSTALLATION:

<u>Two Million four hundred and five thousand two hundred thirty two dollars and ten cents</u>	
(Words)	Dollars (<u>\$2,405,232.10</u>)
	(Figures)

The above amount shall cover everything necessary to deliver a first-rate project including all the requirements stated within this bid packet and utilizing industry standard best practices to govern those that are not.

This is a tax-exempt project.

PART B – UNIT PRICES:

Provide unit prices for each item in the event Owner wishes to add items to the Contract. Each unit price is to include material, freight and installation. Prices to be good up to 90 days after award of contract.

ITEM	DESCRIPTION	UNIT PRICE
B-1	Bookcase, Metal, 4 shelf	\$220.24
B-1a	Bookcase, Metal, 1 shelf	\$192.51
B-2	Bookcase, Wood, 4 shelf	\$491.76
B-2a	Bookcase, Wood, 1 shelf	\$336.65
C-1	Credenza, Conference	\$1,288.59
CA-1	Carrel, Starter	\$2,905.38
CA-1a	Carrel, Adder	\$2,666.25
CA-2	Carrel, Starter, 60" Wide	\$3,012.99
CA-2a	Carrel, Adder, 60" Wide	\$2,773.86
CS-1	Cabinet, Storage, Locking	\$371.10
CS-2	Cabinet, Storage, Tax Office Custom	\$1,148.64
CS-3	Cabinet, Storage, Fireproof	\$2,199.67
D-1a	Desk, L-shape, Laminate	\$1,462.68
D-2	Desk, U-shape	\$3,748.44
D-2a	Desk, U-shape, laminate	\$1,762.50
D-3	Desk, T-shape, 144"	\$5,108.16
D-3a	Desk, T-shape, 96"	\$3,995.90
D-4	Desk, Elected Officials, Judge	\$6,892.50
D-4a	Desk, Elected Officials, T-shape, 144"	\$6,225.55
D-4b	Desk, Elected Officials, T-shape, 96"	\$4,821.72
D-4c	Desk, Elected Officials, U-shape	\$4,698.83
D-4d	Desk, Elected Officials, T-shape, 144", No Wardrobe	\$5,308.96
D-5	Desk, Single, 30" x 66"	\$568.03
D-6	Desk, Single, 30" x 84", Hutch	\$1,399.01
FL-1	File, Lateral, Metal, 42", 4-drawer	\$455.24
FL-2	File, Lateral, Metal, 42", 2-drawer	\$255.97
FL-3	File, Lateral, Metal, 42", 3-drawer	\$334.72
FL-4	File, Lateral, Wood, 36", 2-drawer	\$682.59
FL-5	File, Lateral, Wood, 36", 4-drawer	\$997.93
FR-1	File, Rotary, Starter	\$1,797.42
FR-1a	File, Rotary, Adder	\$1,840.57
FS-01	File, Shelving, Starter	\$183.59
FS-01a	File, Shelving, Adder	\$164.82
FS-01b	File, Shelving, Adder, Shelf	\$185.18
FS-01c	File, Shelving, Starter	\$163.46
FS-01d	File, Shelving, Adder	\$144.68
FS-02	File, Shelving, Starter, Double	\$276.71
FS-02a	File, Shelving, Adder, Double	\$243.95
FS-02b	File, Shelving, Adder, Double, Shelf	\$283.10
FS-02c	File, Shelving, End Panel	\$113.28
FS-03	File, Shelving, Starter, 24D x 36W	\$148.71
FS-03a	File, Shelving, Adder, 24D x 36W	\$162.29
FS-04	File, Shelving, Starter	\$222.58
FS-04a	File, Shelving, Adder	\$216.58

343063-120168-007

Hays County
Government Center - Furniture Bid Package, 100% Bid Documents -
BID PROPOSAL (Revised per Addendum #1)
00 41 13 - 2

March 11, 2011

March 24, 2011
April 7, 2011

FS-05	File, Shelving, Roller, Starter	972.5
FS-05a	File, Shelving, Roller, Adder	892.61
FS-05b	File, Shelving, Roller, End Panel, Double Width	349.67
FS-05c	File, Shelving, Roller, Stater, Locking	1232.28
FS-05d	File, Shelving, Roller, Adder, Locking	\$1,153.48
FS-05e	File, Shelving, Roller, End Panel, Single Width	\$307.28
FS-05f	File, Storage, Roller, Finished Metal End	\$218.15
FS-05g	File, Storage, Roller, Finished Back	\$142.07
FS-06	File, Shelving, Cantilever, Double	\$722.22
FS-06a	File, Shelving, Cantilever, Single	\$352.39
FS-06b	File, Shelving, Cantilever, End Panels	\$426.57
FS-07	File, Shelving, Starter	\$199.21
FS-07a	File, Shelving, Adder	\$177.76
FS-08	File, Shelving, Starter	\$193.46
FS-08a	File, Shelving, Adder	\$167.49
FS-09	File, Shelving, Starter, 36D x 48W	\$356.68
FS-09a	File, Shelving, Adder, 36D x 48W	\$332.82
FS-10	File, Shelving, Starter, 30D x 48W	\$323.07
FS-10a	File, Shelving, Adder, 30D x 48W	\$223.55
FS-11	File, Shelving, Starter	\$205.92
FS-11a	File, Shelving, Adder	\$169.58
FS-12	File, Shelving, 18D x 42W	\$147.55
FS-12a	File, Shelving, License	141.6
FS-13	File, Shelving, Starter, 18D x 48W	126.72
FS-13a	File, Shelving, Adder, 18D x 48W	120.32
FS-14	File, Shelving, Starter, 12D x 36W	159.41
FS-14a	File, Shelving, Adder, 12D x 36W	153.45
FS-15	File, Shelving, Starter	\$184.27
FS-15a	File, Shelving, Adder	\$162.30
FS-16	File, Shelving, Starter, 24D x 48W	155.16
FS-16a	File, Shelving, Adder, 24D x 48W	149.2
FS-17	File, Shelving, 18D x 36W	109.67
FS-18	File, Shelving	\$394.02
FS-19	File, Shelving	159.4
FS-19a	File, Shelving	153.45
FS-20	File, Shelving, Starter	159.41
FS-20a	File, Shelving, Adder	153.45
FS-21	File, Shelving, Starter	\$200.21
FS-21a	File, Shelving, Adder	\$167.46
FS-22	File, Shelving, Starter	\$222.98
FS-22a	File, Shelving, Adder	\$193.01
FS-23	File, Shelving, Starter	189.24
FS-23a	File, Shelving, Adder	183.27
FS-24	File, Shelving, Starter	168.4
FS-24a	File, Shelving, Adder	162.43
FS-25	File, Shelving, Starter	201.08
FS-25a	File, Shelving, Adder	347.21
FS-26	File, Shelving, Organizational Bins	\$59.24
FS-26a	File, Shelving, Organizational Bins	\$61.41
FS-26b	File, Shelving, Organizational Bins	\$89.67

343063-120168-007

Hays County
Government Center - Furniture Bid Package, 100% Bid Documents -
BID PROPOSAL (Revised per Addendum #1)
00 41 13 - 3

March 11, 2011

March 24, 2011
April 7, 2011

FS-27	File, Shelving, w/ Doors	\$1,149.46
M-1	Miscellaneous, Keyboard Tray	\$118.21
M-2	Miscellaneous, Monitor Arm	\$123.64
P-1	Podium	\$1,064.67
PS-1	Printer Stand	\$354.12
SB-1	Seating, Bench	\$1,003.47
SB-2	Seating, Bench	\$950.34
SC-1	Seating, Conference	\$376.97
SC-2	Seating, Conference, Courtroom	\$565.87
SC-2a	Seating, Conference, Courtroom, Armless	\$522.39
SC-3	Seating, Conference, Witness	\$687.61
SC-3a	Seating, Conference, Witness, Armless	\$652.83
SE-1	Seating, Elected Official Task	\$433.64
SE-2	Seating, Elected Official Task, Judges	\$1,184.90
SG-1	Seating, Guest, Wood	\$391.02
SG-1a	Seating, Guest, Wood, Armless	\$384.00
SG-2	Seating, Guest, Metal legs, Armless	\$335.75
SG-3	Seating, Guest, Detention	\$42.66
SG-4	Seating, Guest, Poly (Global Duet)	\$58.80
SG-4a	Seating Cart, Guest, Poly (Global Duet)	\$166.41
SG-5	Seating, Guest, All Wood	\$569.62
SG-6	Seating, Ganged, 2 Seats	\$951.31
SG-6a	Seating, Ganged, 3 Seats	\$1,234.62
SG-6b	Seating, Ganged, 4 Seats	\$1,540.01
SG-6c	Seating, Ganged, 5 Seats	\$1,691.42
SG-6d	Seating, Ganged, 4 Seats/1 Table	\$1,690.28
SG-6e	Seating, Ganged, 2 Seats/1 Table	\$1,134.92
SG-6f	Seating, Ganged, 2 Seats/2 Tables	\$1,796.69
SG-6g	Seating, Ganged, In-line Connector	\$19.43
SG-6h	Seating, Ganged, Back-to-Back Connector	\$121.39
SG-7	Seating, Guest, Children's	\$237.85
SG-7a	Seating, Guest, Children's	\$237.85
SG-7b	Seating, Guest, Children's	\$237.85
SG-7c	Seating, Guest, Children's	\$237.85
SL-1	Seating, Lounge, Chair	\$770.03
SL-1a	Seating, Lounge, Chair, Tablet Arm (OFS Novi)	\$1,185.34
SL-2	Seating, Lounge, Love Seat	\$1,038.43
SL-3	Seating, Lounge, Sofa	\$1,370.97
ST-1	Seating, Task	\$192.93
ST-1a	Seating, Task, Armless	\$165.28
ST-1b	Seating, Task, Stool Height	\$208.13
ST-2	Seating, Task, 350#	\$295.22
ST-3	Seating, Task, Guard	\$586.41
ST-3a	Seating, Task, Guard, Armless	\$499.46
T-01a	Table, 36"DIA, Wood	\$761.99
T-02	Table, 48"x96", Laminate, Wood Edge	\$1,027.00
T-02a	Table, 48"x96", Laminate, Wood Edge, Powered	\$1,878.81
T-02b	Table, 42"x84", Laminate, Wood Edge	\$911.95
T-03	Table, 36"x72", Laminate, PVC Edge	\$625.71
T-03a	Table, 48"x120", Laminate, PVC Edge	\$1,199.22

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T-03b	Table, 30"x60", Laminate, PVC Edge	\$274.77
T-03c	Table, 48"x96", Laminate, PVC Edge	\$855.80
T-04	Table, DA Main, 48"x96", Wood, Powered	\$2,530.73
T-05	Table, Judicial Main, 60"x240", Wood, Powered	\$5,365.64
T-06	Table, 36"x36", Laminate, Wood Edge	\$587.88
T-06a	Table, 36"DIA, Laminate, PVC Edge	\$404.19
T-06b	Table, 36"DIA, Laminate, Wood Edge	\$575.38
T-07	Table, 36"x36", Laminate, PVC Edge	\$404.19
T-07a	Table, 24"x36", Laminate, PVC Edge	\$268.60
T-08	Table, Check Writing, 24"x36"	\$531.23
T-08a	Table, Check Writing, 24"x36", Custom Height	\$668.85
T-09	Table, Library, 36"x72"	\$2,773.86
T-10	Table, Jury, 48"x144", Laminate, Wood Edge	\$1,964.32
T-11	Table, Grand Jury, Laminate, Wood Edge	\$2,943.52
T-12	Table, End, 24"x24	\$318.88
T-13	Table, Coffee, 22"x42	\$335.33
T-14	Table, Training, 24"x60", Laminate, PVC Edge	\$446.99
T-14a	Table, Training, 18"x60", Laminate, PVC Edge	\$481.23
T-15	Table, Children's	\$510.73
T-16	Table, 24"x36"x36"h	\$279.90
TD-1	Table, Detention, 30"x72"	\$582.34
TD-2	Table, Detention, 18"x96"	\$687.01
W-1	Wall-Mounted, Paper Rack	\$826.95
W-1a	Wall-Mounted, Paper and Pamphlet Rack	\$922.60
W-2	Wall-Mounted, Pamphlet Rack	\$706.84
WKS-01	Work Station	\$19,199.75
WKS-02	Work Station	\$1,729.34
WKS-03	Work Station	\$12,490.47
WKS-04	Work Station	\$3,349.94
WKS-05	Work Station	\$15,567.24
WKS-06	Work Station	\$2,978.57
WKS-07	Work Station	\$5,881.37
WKS-08	Work Station	\$5,318.03
WKS-09	Work Station	\$3,160.84
WKS-10	Work Station	\$3,214.32
WKS-11	Work Station	\$5,534.90
WKS-12	Work Station	\$4,971.31
WKS-13	Work Station	\$5,161.84
WKS-14	Work Station	\$3,152.75
WKS-15	Work Station	\$3,107.74
WKS-16	Work Station	\$3,971.73
WKS-17	Work Station	\$6,885.24
WKS-18	Work Station	\$7,297.20
WKS-19	Work Station	\$4,370.20
WKS-20	Work Station	\$2,310.88
WKS-21	Work Station	\$5,683.10
WKS-22	Work Station	\$5,022.34
WKS-23	Work Station	\$6,322.62

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WKS-24	Work Station	\$12,319.58
WKS-25	Work Station	\$4,178.96
WKS-26	Work Station	\$20,181.69
WKS-27	Work Station	\$16,727.47
WKS-28	Work Station	\$2,000.52
WKS-29	Work Station	\$3,393.68
WKS-30	Work Station	\$15,804.65
WKS-31	Work Station	\$15,871.67
WKS-32	Work Station	\$14,006.80
WKS-33	Work Station	\$36,328.81
WKS-34	Work Station	\$33,779.20
WKS-35	Work Station	\$1,794.50
WKS-36	Work Station	\$10,432.85
WKS-37	Work Station	\$12,852.12
WKS-38	Work Station	\$8,753.58
WKS-39	Work Station	\$5,990.36
WKS-40	Work Station	\$10,649.38
WKS-41	Work Station	\$5,853.69
WKS-42	Work Station	\$11,619.50
WKS-43	Work Station	\$5,602.78
WKS-44	Work Station	\$8,418.37
WKS-45	Work Station	\$2,371.83
WKS-46	Work Station	\$11,630.09
WKS-47	Work Station	\$6,329.02
WKS-48	Work Station	\$2,608.84
WKS-49	Work Station	\$4,247.27
WKS-50	Work Station	\$6,933.08
WKS-51	Work Station	\$14,096.23

ADDITIONAL WORK: The Undersigned Contractor agrees to base his cost for furnishing Equipment, Materials and labor, for any additions or deletions in the Work ordered by the OWNER on the "Unit Prices" stated herein.

SPECIAL NOTE: It is agreed that OWNER reserves the right to waive any informalities or irregularities. The OWNER reserves the right to reject any or all bids.

ALTERNATE 1: On Workstations: Upper storage cabinets and under-worksurface drawers to all be Champagne Metallic.

Four hundred sixty three thousand eight hundred forty nine dollars and twenty eight cents Dollars **(\$463,849.28)**
(Words) (Figures)

ALTERNATE 2: On Workstations: Upper storage cabinets and under-worksurface drawers to all be Fieldstone.

Four hundred fifty four thousand eight hundred twenty eight dollars and forty nine cents Dollars **(\$454,828.49)**
(Words) (Figures)

ALTERNATE 3: Change Desks in District Court Reporter Offices from L-shape to U-shape:

One thousand seven hundred ninety eight dollars and ninety two cents Dollars **(\$ 1,798.92)**
(Words) (Figures)

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PART C – POST INSTALLATION SERVICE:

- A. Attach a statement of 100 words or less that addresses the furniture vendor's methods of and approach to warranty/post sale support and replacing damaged items. Be sure to note if these services are handled in-house and by the same project manager who coordinated the order and delivery or if by different staff.

PART D – EXPERIENCE AND PROJECT TEAM:

- A. Provide information described in Section 00 21 13.1.3.D and E

PART E –BID SECURITY:

Enclosed is a () Certified Check or () Cashier's Check or (X) Security Bond for

One hundred twenty thousand two hundred sixty one dollars and sixty cents Dollars (\$ 120,261.60)
(Words) (Figures)

which is equal to 5% of total bid and which Hays County may recover as liquidated damages in the event that the undersigned fails to enter into Contract for the Work covered by This Proposal, provided the Contract is awarded to the undersigned within Forty-five (45) days from the date fixed for opening of bids and the undersigned fails to execute said Contract Documents within ten (10) days after award of the Contract Documents within ten (10) days after award of the Contract. Checks will be returned to unsuccessful bidders after a signed contract has been executed between the County and the successful bidder.

DATED AT Dallas, Texas, THIS 11th DAY OF
City State
April, 2011.

RESPECTFULLY SUBMITTED:
BKM Total Office of Texas, L.P.

Company (Complete Legal Name)
9755 Clifford Drive Suite 100

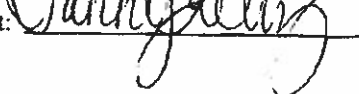
Address
214-902-7355 Dallas, Texas, 75220

Phone No. City/State/Zip Code

By: 
Signature

By: Mike Paris
Printed Name

Title: Sr. Account Manager

Attest: 

[Seal]

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ADDENDUM RECEIPT:

We acknowledge receipt of the following Addenda. (Note: All published Addenda must be acknowledged here):

ADDENDUM NO. 1 DATED: March 24, 2011

ADDENDUM NO. 2 DATED: March 31, 2011

ADDENDUM NO. 3 DATED: April 7, 2011

ADDENDUM NO. Memo DATED: April 8, 2011

ADDENDUM NO. _____ DATED: _____

END OF DOCUMENT

PART B - UNIT PRICES:

Provide unit prices for each item in the event Owner wishes to add items to the Contract. Each unit price is to include material, freight and installation. Prices to be good up to 90 days after award of contract.

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED SELL
B-1	Bookcase, Metal, 4 shelf	109	\$220.24	\$ 24,006.16
B-1a	Bookcase, Metal, 1 shelf	6	\$192.51	\$ 962.55
B-2	Bookcase, Wood, 4 shelf	16	\$491.76	\$ 7,868.16
B-2a	Bookcase, Wood, 1 shelf	16	\$336.65	\$ 5,386.40
C-1	Credenza, Conference	7	\$1,288.59	\$ 9,020.13
CA-1	Carrel, Starter	1	\$2,905.38	\$ 2,905.38
CA-1a	Carrel, Adder	1	\$2,666.25	\$ 2,666.25
CA-2	Carrel, Starter, 60" Wide	1	\$3,012.99	\$ 3,012.99
CA-2a	Carrel, Adder, 60" Wide	2	\$2,773.86	\$ 2,773.86
CS-1	Cabinet, Storage, Locking	8	\$371.10	\$ 2,968.80
CS-2	Cabinet, Storage, Tax Office Custom	1	\$1,148.64	\$ 1,148.64
CS-3	Cabinet, Storage, Fireproof	4	\$2,199.67	\$ 8,798.68
D-1a	Desk, L-shape, Laminate	24	\$1,462.68	\$ 35,104.32
D-2	Desk, U-shape	12	\$3,748.44	\$ 44,981.28
D-2a	Desk, U-shape, laminate	92	\$1,762.50	\$ 162,150.00
D-3	Desk, T-shape, 144"	38	\$5,108.16	\$ 194,110.08
D-3a	Desk, T-shape, 96"	1	\$3,995.90	\$ 3,995.90
D-4	Desk, Elected Officials, Judge	9	\$6,892.50	\$ 62,032.50
D-4a	Desk, Elected Officials, T-shape, 144"	1	\$6,225.55	\$ 6,225.55
D-4b	Desk, Elected Officials, T-shape, 96"	1	\$4,821.72	\$ 4,821.72
D-4c	Desk, Elected Officials, U-shape	4	\$4,698.83	\$ 18,795.32
D-4d	Desk, Elected Officials, T-shape, 144", No Wardrobe	1	\$5,308.96	\$ 5,308.96
D-5	Desk, Single, 30" x 66"	3	\$568.03	\$ 1,704.09
D-6	Desk, Single, 30" x 84", Hutch	2	\$1,399.01	\$ 2,798.02
FL-1	File, Lateral, Metal, 42", 4-drawer	227	\$455.24	\$ 103,339.48
FL-2	File, Lateral, Metal, 42", 2-drawer	10	\$255.97	\$ 2,559.70
FL-3	File, Lateral, Metal, 42", 3-drawer	6	\$334.72	\$ 2,008.32
FL-4	File, Lateral, Wood, 36", 2-drawer	16	\$682.59	\$ 10,921.44
FL-5	File, Lateral, Wood, 36", 4-drawer	3	\$997.93	\$ 2,993.79
FR-1	File, Rotary, Starter	1	\$1,797.42	\$ 1,797.42
FR-1a	File, Rotary, Adder	1	\$1,840.57	\$ 1,840.57
FS-01	File, Shelving, Starter	4	\$183.59	\$ 734.36
FS-01a	File, Shelving, Adder	6	\$164.82	\$ 988.92
FS-01b	File, Shelving, Adder, Shelf	4	\$185.18	\$ 740.72
FS-01c	File, Shelving, Starter	2	\$163.46	\$ 326.92
FS-01d	File, Shelving, Adder	2	\$144.68	\$ 289.36
FS-02	File, Shelving, Starter, Double	18	\$276.71	\$ 4,980.78
FS-02a	File, Shelving, Adder, Double	73	\$243.95	\$ 17,808.35
FS-02b	File, Shelving, Adder, Double, Shelf	9	\$283.10	\$ 2,547.90
FS-02c	File, Shelving, End Panel	10	\$113.28	\$ 1,132.80
FS-03	File, Shelving, Starter, 24D x 36W	13	\$148.71	\$ 1,933.23
FS-03a	File, Shelving, Adder, 24D x 36W	23	\$162.29	\$ 3,732.67
FS-04	File, Shelving, Starter	1	\$222.58	\$ 222.58
FS-04a	File, Shelving, Adder	1	\$216.58	\$ 216.58
FS-05	File, Shelving, Roller, Starter	5	972.5	\$ 4,862.50

FS-05a	File, Shelving, Roller, Adder	90	892.61	\$	80,334.90
FS-05b	File, Shelving, Roller, End Panel, Double Width	5	349.67	\$	1,748.35
FS-05c	File, Shelving, Roller, Stater, Locking	8	1232.28	\$	9,858.24
FS-05d	File, Shelving, Roller, Adder, Locking	67	\$1,153.48	\$	77,283.16
FS-05e	File, Shelving, Roller, End Panel, Single Width	1	\$307.28	\$	307.28
FS-05f	File, Storage, Roller, Finished Metal End	15	\$218.15	\$	3,272.25
FS-05g	File, Storage, Roller, Finished Back	21	\$142.07	\$	2,983.47
FS-06	File, Shelving, Cantilever, Double	24	\$722.22	\$	12,999.96
FS-06a	File, Shelving, Cantilever, Single	10	\$352.39	\$	3,523.90
FS-06b	File, Shelving, Cantilever, End Panels	8	\$426.57	\$	2,559.42
FS-07	File, Shelving, Starter	2	\$199.21	\$	398.42
FS-07a	File, Shelving, Adder	3	\$177.76	\$	533.28
FS-08	File, Shelving, Starter	2	\$193.46	\$	386.92
FS-08a	File, Shelving, Adder	3	\$167.49	\$	502.47
FS-09	File, Shelving, Starter, 36D x 48W	1	\$356.68	\$	356.68
FS-09a	File, Shelving, Adder, 36D x 48W	5	\$332.82	\$	1,664.10
FS-10	File, Shelving, Starter, 30D x 48W	2	\$323.07	\$	646.14
FS-10a	File, Shelving, Adder, 30D x 48W	6	\$223.55	\$	1,341.30
FS-11	File, Shelving, Starter	4	\$205.92	\$	823.68
FS-11a	File, Shelving, Adder	5	\$169.58	\$	847.90
FS-12	File, Shelving, 18D x 42W	1	\$147.55	\$	147.55
FS-12a	File, Shelving, License	2	141.6	\$	283.20
FS-13	File, Shelving, Starter, 18D x 48W	4	126.72	\$	506.88
FS-13a	File, Shelving, Adder, 18D x 48W	9	120.32	\$	1,082.88
FS-14	File, Shelving, Starter, 12D x 36W	8	159.41	\$	1,275.28
FS-14a	File, Shelving, Adder, 12D x 36W	7	153.45	\$	1,074.15
FS-15	File, Shelving, Starter	1	\$184.27	\$	184.27
FS-15a	File, Shelving, Adder	7	\$162.30	\$	1,136.10
FS-16	File, Shelving, Starter, 24D x 48W	8	155.16	\$	1,241.28
FS-16a	File, Shelving, Adder, 24D x 48W	7	149.2	\$	1,044.40
FS-17	File, Shelving, 18D x 36W	2	109.67	\$	219.34
FS-18	File, Shelving	2	\$394.02	\$	788.04
FS-19	File, Shelving	1	159.4	\$	159.40
FS-19a	File, Shelving	1	153.45	\$	153.45
FS-20	File, Shelving, Starter	1	159.41	\$	159.41
FS-20a	File, Shelving, Adder	2	153.45	\$	306.90
FS-21	File, Shelving, Starter	1	\$200.21	\$	200.21
FS-21a	File, Shelving, Adder	2	\$167.46	\$	334.92
FS-22	File, Shelving, Starter	2	\$222.98	\$	445.96
FS-22a	File, Shelving, Adder	1	\$193.01	\$	193.01
FS-23	File, Shelving, Starter	2	189.24	\$	378.48
FS-23a	File, Shelving, Adder	2	183.27	\$	366.54
FS-24	File, Shelving, Starter	7	168.4	\$	1,178.80
FS-24a	File, Shelving, Adder	10	162.43	\$	1,624.30
FS-25	File, Shelving, Starter	2	201.08	\$	402.16
FS-25a	File, Shelving, Adder	2	347.21	\$	694.42
FS-26	File, Shelving, Organizational Bins	24	\$59.24	\$	1,421.76
FS-26a	File, Shelving, Organizational Bins	24	\$61.41	\$	1,473.84
FS-26b	File, Shelving, Organizational Bins	12	\$89.67	\$	1,076.04
FS-27	File, Shelving, w/ Doors	83	\$1,149.46	\$	95,405.18

M-1	Miscellaneous, Keyboard Tray	90	\$118.21	\$ 10,638.90
M-2	Miscellaneous, Monitor Arm			\$ -
P-1	Podium	3	\$1,064.67	\$ 3,194.01
PS-1	Printer Stand	1	\$354.12	\$ 354.12
SB-1	Seating, Bench	1	\$1,003.47	\$ 1,003.47
SB-2	Seating, Bench	25	\$950.34	\$ 23,758.50
SC-1	Seating, Conference	427	\$376.97	\$ 160,966.19
SC-2	Seating, Conference, Courtroom	70	\$565.87	\$ 39,610.90
SC-2a	Seating, Conference, Courtroom, Armless	41	\$522.39	\$ 21,417.99
SC-3	Seating, Conference, Witness	6	\$687.61	\$ 4,125.66
SC-3a	Seating, Conference, Witness, Armless	5	\$652.83	\$ 3,264.15
SE-1	Seating, Elected Official Task	6	\$433.64	\$ 2,601.84
SE-2	Seating, Elected Official Task, Judges	20	\$1,184.90	\$ 23,698.00
SG-1	Seating, Guest, Wood	168	\$391.02	\$ 65,691.36
SG-1a	Seating, Guest, Wood, Armless	2	\$384.00	\$ 768.00
SG-2	Seating, Guest, Metal legs, Armless	412	\$335.75	\$ 138,329.00
SG-3	Seating, Guest, Detention	18	\$42.66	\$ 767.88
SG-4	Seating, Guest, Poly (Global Duet)	265	\$58.80	\$ 15,582.00
SG-4a	Seating Cart, Guest, Poly (Global Duet)	3	\$166.41	\$ 499.23
SG-5	Seating, Guest, All Wood	34	\$569.62	\$ 19,367.08
SG-6	Seating, Ganged, 2 Seats	1	\$951.31	\$ 951.31
SG-6a	Seating, Ganged, 3 Seats	6	\$1,234.62	\$ 7,407.72
SG-6b	Seating, Ganged, 4 Seats	1	\$1,540.01	\$ 1,540.01
SG-6c	Seating, Ganged, 5 Seats	3	\$1,691.42	\$ 5,074.26
SG-6d	Seating, Ganged, 4 Seats/1 Table	4	\$1,690.28	\$ 6,761.12
SG-6e	Seating, Ganged, 2 Seats/1 Table	2	\$1,134.92	\$ 2,269.84
SG-6f	Seating, Ganged, 2 Seats/2 Tables	5	\$1,796.69	\$ 8,983.45
SG-6g	Seating, Ganged, In-line Connector	7	\$19.43	\$ 136.01
SG-6h	Seating, Ganged, Back-to-Back Connector	1	\$121.39	\$ 121.39
SG-7	Seating, Guest, Children's	1	\$237.85	\$ 237.85
SG-7a	Seating, Guest, Children's	1	\$237.85	\$ 237.85
SG-7b	Seating, Guest, Children's	1	\$237.85	\$ 237.85
SG-7c	Seating, Guest, Children's	1	\$237.85	\$ 237.85
SL-1	Seating, Lounge, Chair	23	\$770.03	\$ 17,710.69
SL-1a	Seating, Lounge, Chair, Tablet Arm (OFS Novi)	3	\$1,185.34	\$ 3,556.02
SL-2	Seating, Lounge, Love Seat	15	\$1,038.43	\$ 15,576.45
SL-3	Seating, Lounge, Sofa	6	\$1,370.97	\$ 8,225.82
ST-1	Seating, Task	339	\$192.93	\$ 65,403.27
ST-1a	Seating, Task, Armless	29	\$165.28	\$ 4,793.12
ST-1b	Seating, Task, Stool Height	4	\$208.13	\$ 1,248.78
ST-2	Seating, Task, 350#	14	\$295.22	\$ 4,133.08
ST-3	Seating, Task, Guard	12	\$586.41	\$ 7,036.92
ST-3a	Seating, Task, Guard, Armless	3	\$499.46	\$ 1,498.38
T-01a	Table, 36"DIA, Wood	2	\$761.99	\$ 3,047.96
T-02	Table, 48"x96", Laminate, Wood Edge	14	\$1,027.00	\$ 14,378.00
T-02a	Table, 48"x96", Laminate, Wood Edge, Powered	3	\$1,878.81	\$ 5,636.43
T-02b	Table, 42"x84", Laminate, Wood Edge	1	\$911.95	\$ 911.95
T-03	Table, 36"x72", Laminate, PVC Edge	12	\$625.71	\$ 7,508.52
T-03a	Table, 48"x120", Laminate, PVC Edge	1	\$1,199.22	\$ 1,199.22
T-03b	Table, 30"x60", Laminate, PVC Edge	5	\$274.77	\$ 1,373.85
T-03c	Table, 48"x96", Laminate, PVC Edge	13	\$855.80	\$ 11,125.40

T-04	Table, DA Main, 48"x96", Wood, Powered	2	\$2,530.73	\$ 5,061.46
T-05	Table, Judicial Main, 60"x240", Wood, Powered	1	\$5,365.64	\$ 5,365.64
T-06	Table, 36"x36", Laminate, Wood Edge	1	\$587.88	\$ 587.88
T-06a	Table, 36"DIA, Laminate, PVC Edge	4	\$404.19	\$ 1,616.76
T-06b	Table, 36"DIA, Laminate, Wood Edge	20	\$575.38	\$ 11,507.60
T-07	Table, 36"x36", Laminate, PVC Edge	27	\$404.19	\$ 10,913.13
T-07a	Table, 24"x36", Laminate, PVC Edge	6	\$268.60	\$ 1,611.60
T-08	Table, Check Writing, 24"x36"	1	\$531.23	\$ 531.23
T-08a	Table, Check Writing, 24"x36", Custom Height	1	\$668.85	\$ 668.85
T-09	Table, Library, 36"x72"	3	\$2,773.86	\$ 8,321.58
T-10	Table, Jury, 48"x144", Laminate, Wood Edge	5	\$1,964.32	\$ 9,821.60
T-11	Table, Grand Jury, Laminate, Wood Edge	1	\$2,943.52	\$ 2,943.52
T-12	Table, End, 24"x24	41	\$318.88	\$ 13,074.08
T-13	Table, Coffee, 22"x42	17	\$335.33	\$ 5,700.61
T-14	Table, Training, 24"x60", Laminate, PVC Edge	19	\$446.99	\$ 8,492.81
T-14a	Table, Training, 18"x60", Laminate, PVC Edge	35	\$481.23	\$ 16,843.05
T-15	Table, Children's	1	\$510.73	\$ 510.73
T-16	Table, 24"x36"x36"h	1	\$279.90	\$ 279.90
TD-1	Table, Detention, 30"x72"	1	\$582.34	\$ 582.34
TD-2	Table, Detention, 18"x96"	1	\$687.01	\$ 687.01
W-1	Wall-Mounted, Paper Rack	1	\$826.95	\$ 826.95
W-1a	Wall-Mounted, Paper and Pamphlet Rack	1	\$922.60	\$ 922.60
W-2	Wall-Mounted, Pamphlet Rack	1	\$706.84	\$ 706.84
WKS-01	Work Station	1	\$19,199.75	\$ 19,199.75
WKS-02	Work Station	2	\$1,729.34	\$ 3,458.68
WKS-03	Work Station	1	\$12,490.47	\$ 12,490.47
WKS-04	Work Station	1	\$3,349.94	\$ 3,349.94
WKS-05	Work Station	1	\$15,567.24	\$ 15,567.24
WKS-06	Work Station	1	\$2,978.57	\$ 2,978.57
WKS-07	Work Station	1	\$5,881.37	\$ 5,881.37
WKS-08	Work Station	1	\$5,318.03	\$ 5,318.03
WKS-09	Work Station	1	\$3,160.84	\$ 3,160.84
WKS-10	Work Station	1	\$3,214.32	\$ 3,214.32
WKS-11	Work Station	1	\$5,534.90	\$ 5,534.90
WKS-12	Work Station	1	\$4,971.31	\$ 4,971.31
WKS-13	Work Station	1	\$5,161.84	\$ 5,161.84
WKS-14	Work Station	1	\$3,152.75	\$ 3,152.75
WKS-15	Work Station	1	\$3,107.74	\$ 3,107.74
WKS-16	Work Station	1	\$3,971.73	\$ 3,971.73
WKS-17	Work Station	1	\$6,885.24	\$ 6,885.24
WKS-18	Work Station	1	\$7,297.20	\$ 7,297.20
WKS-19	Work Station	1	\$4,370.20	\$ 4,370.20
WKS-20	Work Station	1	\$2,310.88	\$ 2,310.88
WKS-21	Work Station	1	\$5,683.10	\$ 5,683.10
WKS-22	Work Station	1	\$5,022.34	\$ 5,022.34
WKS-23	Work Station	1	\$6,322.62	\$ 6,322.62
WKS-24	Work Station	1	\$12,319.58	\$ 12,319.58
WKS-25	Work Station	1	\$4,178.96	\$ 4,178.96

WKS-26	Work Station	1	\$20,181.69	\$ 20,181.69
WKS-27	Work Station	1	\$16,727.47	\$ 16,727.47
WKS-28	Work Station	1	\$2,000.52	\$ 2,000.52
WKS-29	Work Station	1	\$3,393.68	\$ 3,393.68
WKS-30	Work Station	1	\$15,804.65	\$ 15,804.65
WKS-31	Work Station	1	\$15,871.67	\$ 15,871.67
WKS-32	Work Station	1	\$14,006.80	\$ 14,006.80
WKS-33	Work Station	1	\$36,328.81	\$ 36,328.81
WKS-34	Work Station	1	\$33,779.20	\$ 33,779.20
WKS-35	Work Station	2	\$1,794.50	\$ 3,589.00
WKS-36	Work Station	1	\$10,432.85	\$ 10,432.85
WKS-37	Work Station	1	\$12,852.12	\$ 12,852.12
WKS-38	Work Station	1	\$8,753.58	\$ 8,753.58
WKS-39	Work Station	1	\$5,990.36	\$ 5,990.36
WKS-40	Work Station	1	\$10,649.38	\$ 10,649.38
WKS-41	Work Station	1	\$5,853.69	\$ 5,853.69
WKS-42	Work Station	2	\$11,619.50	\$ 23,239.00
WKS-43	Work Station	1	\$5,602.78	\$ 5,602.78
WKS-44	Work Station	1	\$8,418.37	\$ 8,418.37
WKS-45	Work Station	1	\$2,371.83	\$ 2,371.83
WKS-46	Work Station	1	\$11,630.09	\$ 11,630.09
WKS-47	Work Station	1	\$6,329.02	\$ 6,329.02
WKS-48	Work Station	1	\$2,608.84	\$ 2,608.84
WKS-49	Work Station	1	\$4,247.27	\$ 4,247.27
WKS-50	Work Station	1	\$6,933.08	\$ 6,933.08
WKS-51	Work Station	1	\$14,096.23	\$ 14,096.23

CONTRACTOR'S BID BOND

Bond No. N/A

KNOWN ALL MEN BY THESES PRESENTS,

That we, bkm Total Office of Texas, LLC, as Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto : Hays County , as Obligee, in the penal sum of Five Percent (5%) of the greatest amount bid , lawful money of the United States of America; for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for
Installation of furniture and fixtures at Hays County Government Center at
712 S. Stagecoach Trail, San Marcos, TX 78666.

THE CONDITION OF THE ABOVE OBLIGATIONS ARE SUCH, that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a contract and give Bonds for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void, otherwise the Principal and Surety will pay unto the obligee the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to Obligee by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action to be filed upon this Bond, venue shall lie exclusively in Dallas County, Texas.

Signed and sealed this 11th day of April , 2011.

ATTEST:

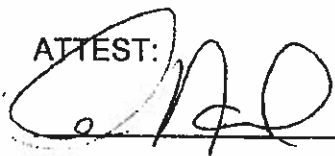


PRINCIPAL

bkm Total Office of Texas, LLC

By C. W. Gilmore
Curtis Gilmore, CFO

ATTEST:



SURETY

Travelers Casualty & Surety Co. of America

By Brooke Berryhill
Brooke Berryhill, Attorney in Fact

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 222082

Certificate No. 003750650

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary W. Etheredge, Brooke Berryhill, and Jennifer Duncan

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of July, 2010.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 2nd day of July, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2011

PRODUCER (972)490-8800 FAX: (972)490-2255

SIG Insurance Professionals

14960 Montfort Dr.

Dallas TX 75254

Dallas

TX 75254

INSURED

bkm Total Office of Texas, LLC

9755 Clifford Drive

Dallas

TX 75220

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Automobile Mutual Ins

INSURER B: Texas Mutual Insurance

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BOP2598257	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car Physical Damage	BAP2317364	3/25/2011	3/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CXS2099332	3/25/2011	3/25/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below OTHER	TSP0001178214	3/26/2011	3/26/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hays County, Broadus Associates and HDR Architecture, Inc. are granted as additional insured on the general liability and auto liability policies with the umbrella to follow form as required by written contract. Waiver of subrogation is granted in favor of the additional insured on the workers compensation where required by written contract.

CERTIFICATE HOLDER

Hays County
111 E. San Antonio St
Ste 101
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mike Sterlacci/BBER

ACORD 25 (2009/01)
INS025 (200901).01

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

post installation service

bkm Total Office employs an individual that handles all warranty issues. The Project Manager will report all issues on a daily basis throughout the project installation. All replacement parts or repair will be ordered immediately. Once the replacement parts or product has been received the Project Manager has the items delivered and repaired or replaced. Most warranty issues will be resolved prior to the completion of the project installation. Any outstanding issues will be resolved as quickly as the parts or replacement items arrive after the installation. The same Project Manager handles all issues until all are completed.

statement of substitutions

bkm Total Office of Texas would like it to be known that our substitutions were kept to a very minimum. bkm has a very wide offering of furniture manufactures in which we are able to purchase from. It is our goal to honor your initial bid preparations by including in our base bid proposal all products that were specified in the bid package with the exception of 3 items. We were not able to offer the 3 Haworth chairs (SL-1a) or the 265 Allsteel stack chairs (SG-4) or the Allsteel stack chair dollies (SG-4a). We feel it is very important to honor your time spent working through the specification process to develop this comprehensive portfolio of products for your new building.

competitive statement for national vs first office pulse and hon valido

The original specifications in the bid package were written for National Waveworks. Since bkm Total Office of Texas is an authorized National Dealer we elected not to substitute any products for the National that was specified. Since there were a couple of substitutions that were approved to compete with National Waveworks we feel it is in our and your best interest to make the statement that First Office Pulse and Hon Valido do not meet the specifications that were in the original bid package. In order to compete on the level of First Office Pulse and Hon Valido, National would like it to be known their Renegade line is more in line with those other brands.

Here is a price comparison from National's Waveworks and National's Renegade line for typical D1a and D2a:

D1a in Waveworks for 24 offices is \$1462.68 each to equal \$35,104.32

D1a in Renegade for 24 offices is \$1290.83 each to equal \$30,979.92

D2a in Waveworks for 92 offices is \$1762.50 each to equal \$162,150.00

D2a in Renegade for 92 offices is \$1562.77 each to equal \$143,774.84

Our base bid reflects the National Waveworks as specified in the original bid package. We want you to be aware that National has substitutions that are more competitively priced to match the two options that were approved at substitutions for this bid.

PREVAILING WAGE SPECIFICATIONS

Texas Government Code Chapter 2258

The Contractor shall forfeit as a penalty to the County on whose behalf this contract is made, Sixty Dollars (\$60.00), for each worker, employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under this contract, by him or by any sub-contractor under him.

The Contractor and each sub-contractor shall keep, and accurate record showing the names and occupations of all workers, also the actual per diem wages paid to each of such workers.

WAGE RATE COMPLIANCE

Hays County reserves the right for the Contract Compliance Officer to visit the job site and interview the General Contractor and Sub-contractor employees on any given date and time during the construction period without prior notification.

The Contract Compliance Officer will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents.

In the event of discrepancy between the services performed and the wages paid, same will be documented and the General Contractor will be so notified.

Hays County reserves the right to withhold any payments due to the Contractor until such discrepancy is resolved and the necessary adjustment is made.

Hays County Government Center
Recommended Minimum Prevailing Wage Rates

#	Trade	Occupational Code	High 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	Brickmasons & Blockmasons	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

**Hays County Government Center
Recommended Minimum Prevailing Wage Rates**

#	Trade	Occupational Code	High Rate
37	Form Setter, Curbs & Paving		\$ 7.32
38	Form Setter, Structures		\$ 13.15
39	Foundation Drill, Crawler Mounted		\$ 10.86
40	Foundation Drill, Truck Mounted		\$ 12.92
41	Gardener		\$ 7.25
42	Glazier	47-2121	\$ 14.75
43	Groundman		\$ 7.25
44	Hazardous Materials Removal Workers	47-4041	\$ 13.27
45	Helper-Air Conditioning & Heating Mechanics		\$ 8.51
46	Helpers, Brickmasons, Blockmasons, Stonemasons and Tile and Marble Setters	47-3011	\$ 10.42
47	Helpers, Carpenters	47-3012	\$ 9.27
48	Helpers, Construction Trades, All Other	47-3019	\$ 9.21
49	Helpers, Electricians	47-3013	\$ 9.40
50	Helpers, Extraction Workers	47-5081	\$ 9.45
51	Helpers, Painters, Paperhangers, and Stucco Masons	47-3014	\$ 7.51
52	Helpers, Pipelayers, Plumbers, Pipefitters and Steamfitters	47-3015	\$ 9.17
53	Helpers, Roofers	47-3016	\$ 8.10
54	Helpers, Structural Iron Workers		\$ 8.51
55	Highway Maintenance Workers	47-4051	\$ 9.23
56	Insulation Workers, Floor, Ceiling and Walls	47-2131	\$ 14.62
57	Insulation Workers, Mechanical	47-2132	\$ 12.02
58	Irrigation Technician		\$ 7.25
59	Iron Worker		\$ 14.58
60	Laborer		\$ 8.15
61	Landscape Foreman		\$ 11.08
62	Lather		\$ 15.78
63	Lineman		\$ 12.19
64	Mechanic		\$ 10.12
65	Millwright		\$ 15.18
66	Motor Grader Operator, Fine Grade		\$ 10.71
67	Operating Engineers and Other Construction Equipment Operators	47-2073	\$ 11.96
68	Painter/Wallcover	47-2141	\$ 12.62
69	Painter, Sprayer		\$ 8.12
70	Paving, Surfacing and Tamping Equipment Operators	47-2071	\$ 11.33

**Hays County Government Center
Recommended Minimum Prevailing Wage Rates**

#	Trade	Occupational Code	High Rate
71	Pipefitter		\$ 17.46
72	Piping/Duct Insulator		\$ 14.28
73	Pipelayer	47-2151	\$ 10.01
74	Plasters and Stucco Masons	47-2161	\$ 14.95
75	Plumbers, Pipefitters & Steamfitters	47-2152	\$ 17.70
76	Powderman		\$ 10.64
77	Reinforcing Iron and Rebar Workers	47-2171	\$ 10.65
78	Roller, Pneumatic, Self Propelled		\$ 7.45
79	Roller, Steel Wheel, Tamping		\$ 7.25
80	Roofers	47-2181	\$ 11.83
81	Roofing Foreman		\$ 9.89
82	Sandblaster		\$ 7.80
83	Septic Tank Servicers and Sewer Pipe Cleaners	47-4071	\$ 12.79
84	Sheetmetal Worker, Duct	47-2211	\$ 17.88
85	Sheetmetal Worker, Roofing		\$ 9.54
86	Sprinkler Fitter		\$ 17.68
87	Steelworker, Prefabricator		\$ 10.60
88	Steelworker, Reinforcing		\$ 7.25
89	Steelworker, Structural	47-2221	\$ 10.20
90	Stone Mason	47-2022	\$ 13.36
91	Tapers	47-2082	\$ 12.99
92	Terrazzo Workers and Finishers	47-2053	\$ 11.61
93	Tile and Marble Setter	47-2044	\$ 13.77
94	Trenching Machine, Heavy		\$ 9.05
95	Trenching Machine, Light		\$ 8.30
96	Truck Driver		\$ 7.72
97	Wagon Drill, boring Machine or Post Hole Driller		\$ 7.36
98	Wallcovering Installer		\$ 10.25
99	Waterproofer		\$ 11.90
100	Welder, Structural		\$ 11.98
101	Welder, Non-structural		\$ 9.62

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute a Supplemental Agreement between the Pedernales Electric Cooperative and Hays County regarding a decreased cost in relocating the Utility.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Commissioners Court approved the contract with Pedernales Electric Cooperative on March 29, 2011. New estimates have lowered the total cost from \$180,147.55 to \$102,091.38.

**STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1 TO HC-Bond-01**

This Supplemental Agreement 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 Pedernales Electric Cooperative, Inc. (*the "Utility"*) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on March 29, 2011 concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: , which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **decreased** to a total of **\$102,091.38**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 1 TO HC-Bond-01
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

OWNER:
Pedemales Electric
Cooperative, Inc.

Hays County

By: Gary Massey
Duly Authorized Representative

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County Commissioners Court.

Print Gary
Name: Massey

By: _____
County Judge

District
Planning
Title: Supervisor

Date: 4-7-11

Date: _____

**Pedernales Electric Cooperative
Supplemental Estimate Summary:**

W0 1	\$26,717.82
W02	\$19,798.06
W03	<u>\$55,575.50</u>
Total	\$102,091.38

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend the District Attorney Grant budget to use savings in education, supplies and equipment to purchase three portable radios and accessories, and increase revenue to equal the grant award.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: See Below

LINE ITEM NUMBER OF FUNDS REQUIRED: See below

REQUESTED BY: Tibbe/Roppolo/Hauff

SPONSORED BY: Cobb

SUMMARY: On September 14, 2011 Commissioners Court accepted and executed the grant award contract in the amount of \$12,342 from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the Edward Byrne Memorial Justice Assistance Grants Program for equipment and training for the District Attorney's Office. This amendment will allow the County to spend the remainder of this grant award with no matching funds required.

Budget Amendment:

001-607-99-059.4301 \$316.00

001-607-99-059.5211 (1.00)

001-607-99-059.5489 524.00

001-607-99-059.5551 (370.00)

001-607-99-059.5715 168.00

001-607-99-059.5719 (5.00)

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the District Attorney Grant budget to use savings in education, supplies and equipment to purchase three portable radios and accessories, and increase revenue to equal the grant award.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: see below

LINE ITEM NUMBER: see below

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

Budget Amendment:

001-607-99-059.4301 \$316.00

001-607-99-059.5211 (1.00)

001-607-99-059.5489 524.00

001-607-99-059.5551 (370.00)

001-607-99-059.5715 168.00

001-607-99-059.5719 (5.00)

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL

<u>Line Item - Expenditures</u>	Appropriation before Amendment	<u>Amendment</u>		Appropriation as Amended
		<u>Increases</u>	<u>Decreases</u>	
<u>District Attorney/E Byrne Prosecution Grant (607-99-059):</u>				
001-607-99-059.5489 Telephone	0	524		524
001-607-99-059.5715 Communication Eqpt	6,900	168		7,068
001-607-99-059.5211 Office Supplies	750		(1)	749
001-607-99-059.5551 Cont.Ed	1,676		(370)	1,306
001-607-99-059.5719 Misc Eqpt	1,200		(5)	1,195
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-607-99-059.4301 Intergovernmental	12,026		316	12,342.00
		<u>692</u>	<u>692</u>	

Amend grant to purchase radios/accessories and to adjust revenue to actual

<u>DOJ/Bulletproof Vest Grant (618-99-001):</u>				
001-618-99-001.5717 Law Enf Eqpt	12,306	3,040		15,346
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-618-99-001.4301 Intergovernmental	6,137		688	6,825
<u>Constable 1 (635):</u>				
001-635-00.5302 Dues	100		(40)	60
001-635-00.5448 Contract Svcs	481		(106)	375
001-635-00.5461 Printing	600		(31)	569
001-635-00.5713 Vehicle	22,000		(186)	21,814
001-635-00.5717 Law Enf Eqpt	2,860		(107)	2,753
<u>Developmental Svcs (657):</u>				
001-657-00.5391 Misc	3,000		(941)	2,059
<u>Fire Marshal (665):</u>				
001-665-00.5201 General Supplies	4,865		(941)	3,924
		<u>3,040</u>	<u>3,040</u>	

Transfer to Vest Grant for 50% match from Constable 1 (1), Developmental Svcs (2) & Fire Marshal (2) protective vests

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

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

ACTION

MEETING DATE REQUESTED: May 17, 2011

REQUESTED BY: Commissioner Ray Whisenant / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Staff recommends acceptance of maintenance of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. The list of road segments include: Bitterroot Lane (182 ft.), Kinloch Court (424 ft.), Bradshaw Drive (849 ft.) and Naples Lane (3,298 ft.). The maintenance bond expired April 14, 2011 for Belterra subdivision, Phase 4, Section 18.



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

5/11/11

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

RE: Belterra Phase 4 Section 18

Dear Commissioners and Judge:

MAK Foster Ranch, L.P., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Belterra Phase 4 Section 18. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Carroll Faulkner, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

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

Respectfully,

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



C FAULKNER ENGINEERING

907 West 6th Street, Suite 250
Austin, Texas 78703

Mailing Address: PO Box 1528
Austin, Texas 78767-1528

P: 512.495.9470

F: 512.495.9473

May 29, 2009

Bill Ball
Hays County WCID #2 Engineer
CMA Engineering
14101 W Highway 290 # 600
Austin, TX 78737

Belterra Subdivision - Phase 4, Section 18
Final Concurrence Letter
Site Infrastructure Improvements

C Faulkner Engineering would like to report that the subdivision infrastructure construction is complete for Phase 4, Section 18 of the Belterra Subdivision. Per our ongoing site visits and observations, communications with the contractor, and a walk through on June 9, 2008, we are confident that the construction of the subdivision was done per the plans and specifications. Pond 18 was built per the construction plans and according to the approved contributing zone plan for Belterra Phase 4, Sections 18, 19 and 20.

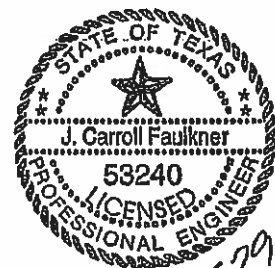
All items on the punch list generated by the walk through have been addressed.

If you have any questions or comments, please feel free to call Colleen Smith or myself at 495-9470. Thank you for your time.

Sincerely,

Carroll Faulkner, PE
Project Engineer
C Faulkner Engineering, LP

cc:
Doug Goss- MAKAR Properties
Todd Spencer - Hays County
Betty Lambright - Hays County
Jim Robinson - Capital Excavation Construction
Louis Herrin- TCEQ WW
Vera Poe- TCEQ W
Zach Lanfear- TCEQ BAPP



5.29.09



RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT
P.O. BOX 906 512/393-7385 EXT 29
San Marcos, TX 78667 CELL:512/738-2555
<http://co.hays.tx.us> FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	Belterra Phase 4 Section 18	DATE:	4/8/2011
OWNER:	MAK Foster Ranch, LP	WEATHER:	
CONTRACTOR:	Capitol Excavation	TIME:	
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

Belterra Phase 4 Section 18 Punchlist

1. Seal all cracks in roadway
2. Repair asphalt failures

Todd Spencer, Construction Inspector

4/8/2011

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Call for a public hearing on May 31, 2011 to establish traffic regulations (No Parking/Tow Away) on Nutty Brown Road.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Commissioner Whisenant

This action will provide for a No Parking/Tow Away Zone on both sides of Nutty Brown Road form HWY 290 to Kit Carson Drive.

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 May 31 to establish traffic regulations (No Parking/Tow Away Zone) on Oak Branch Drive.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Commissioner Whisenant

SUMMARY: This action will provide for a No Parking/Tow Away Zone on both sides of Oak Branch Drive from Hwy 290 to 1300 feet North of Hwy 290.

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:

11-2-1 Bostwick Subdivision (2 lots). Discussion and possible action to consider approval of final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 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:

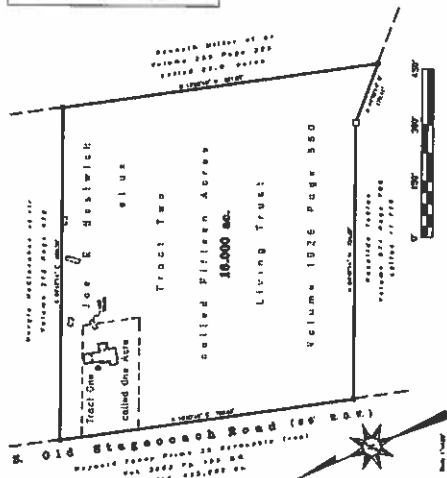
The Bostwick Subdivision is a proposed subdivision of 16.00 acres of land located off S. Old Stagecoach Road in Precinct 2. The division will consist of 2 lots as follows: Lot 1 – 5.010 acres and Lot 2 – 7.564 acres. Lot 1 is served by an existing private well and OSSF. Lot 2 will also utilize a private well and OSSF at the time of development. Preliminary plan was approved on April 19, 2011.

Final Plat of

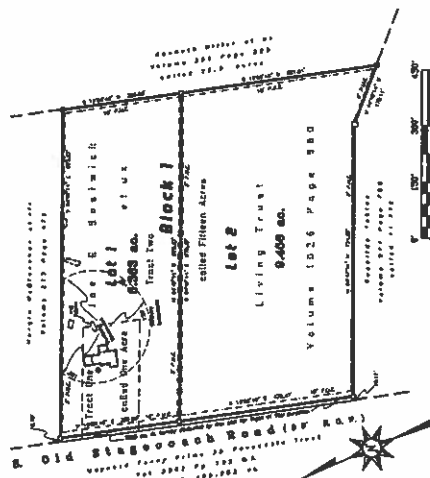
BOSTWICK SUBDIVISION

A subdivision of Two tracts of land called One acre and Fifteen acres in the Z. Ninton Survey A-220 in Hays County, Texas.

Existing Parcel



Subdivided Parcel



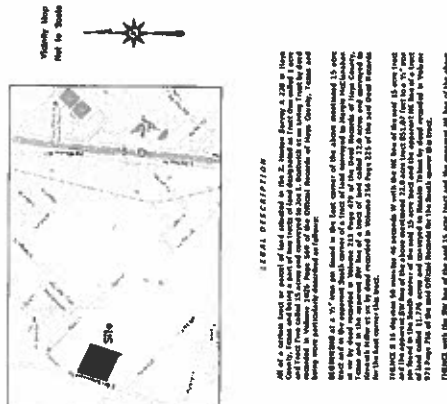
Sheet 1 of 2

Plat No.	1026
Page No.	550
Surveyor	Joe E. Bostwick
Commission Expires	12/31/2010
State	Texas
County	Hays
City	San Antonio

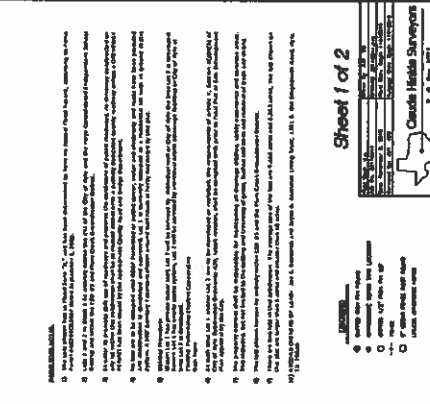
Final Plat of

BOSTWICK SUBDIVISION

A subdivision of Two tracts of land called One acre and Fifteen acres in the Z. Ninton Survey A-220 in Hays County, Texas.



Subdivided Parcel



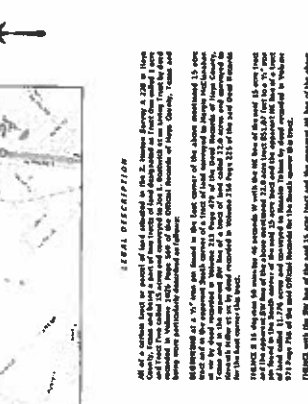
Sheet 2 of 2

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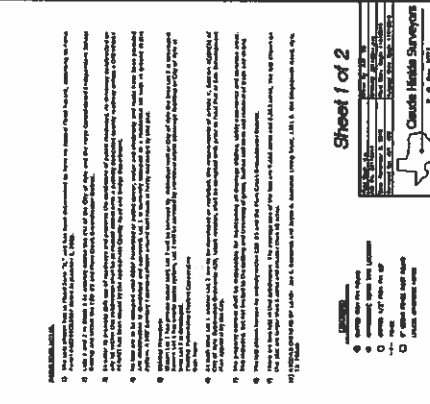
Final Plat of

BOSTWICK SUBDIVISION

A subdivision of Two tracts of land called One acre and Fifteen acres in the Z. Ninton Survey A-220 in Hays County, Texas.



Subdivided Parcel



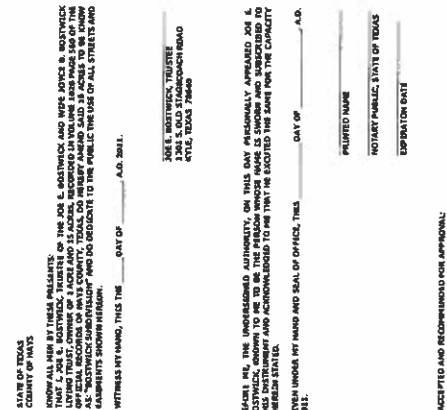
Sheet 1 of 2

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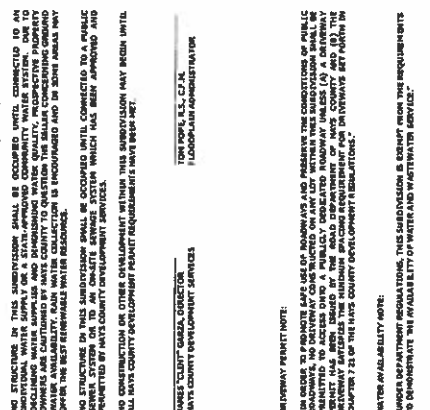
Final Plat of

BOSTWICK SUBDIVISION

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Subdivided Parcel



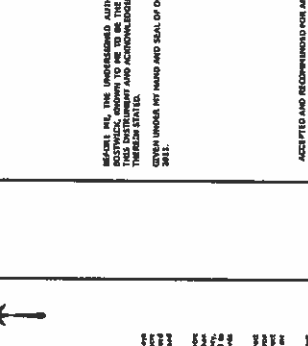
Sheet 2 of 2

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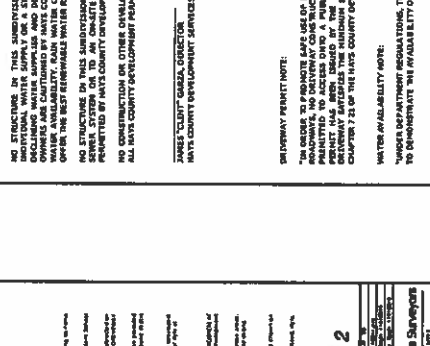
Final Plat of

BOSTWICK SUBDIVISION

A subdivision of Two tracts of land called One acre and Fifteen acres in the Z. Ninton Survey A-220 in Hays County, Texas.



Subdivided Parcel



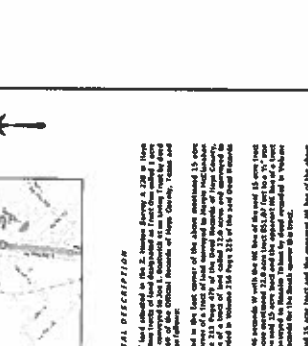
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City	San Antonio

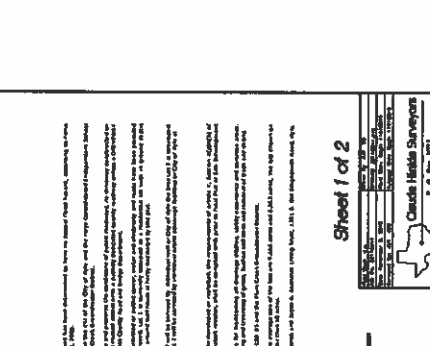
Final Plat of

BOSTWICK SUBDIVISION

A subdivision of Two tracts of land called One acre and Fifteen acres in the Z. Ninton Survey A-220 in Hays County, Texas.



Subdivided Parcel



Sheet 2 of 2

Plat No.	1026
Page No.	550
Surveyor	Joe E. Bostwick
Commission Expires	12/31/2010
State	Texas
County	Hays
City	San Antonio

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a contract with VOTEC Corporation to install the VEMACS Elections and Voter Registration Systems modules.

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

PREFERRED MEETING DATE REQUESTED: : May 17, 2011

AMOUNT REQUIRED: \$48,816.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5718

REQUESTED BY: Joyce Cowan

SPONSORED BY: Debbie Ingalsbe

SUMMARY: We are on TEAM (SOS data base) that no longer meets the needs of our office and found that this software would help in enhancing the office's voter registration, mail ballots, Mapping, Candidate Filing, Polling Locations, Polling Place Management, Petition checking, Imaging of documents and the software will adhere to State requirement for Elections . We have already put in place electronic poll books (VOTESAFE) that will intergraded with VEMACS that will also add additional features to our process.

Note: We no longer have the filing space for our voter registration applications (imaging would take care of this) We will be in the redistricting process of our county election precincts (Mapping will assist in this) We manually track our Mail Ballot and are inputting the data in more than one list (this would stop)

Funds were approved and budgeted in FY2011 for this project.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a contract with VOTEC Corporation to install the VEMACS Elections and Voter Registration Systems modules.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$48,816.00

LINE ITEM NUMBER: 001-645-00.5718

COUNTY PURCHASING GUIDELINES FOLLOWED: State Contract

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

PROPOSAL TO INSTALL VEMACS ELECTION MANAGEMENT SOFTWARE WITH VoteSafe™ for HAYS COUNTY, TEXAS

Thank you for the opportunity this proposal presents. VOTEC Corporation provides election management and voter registration services to counties throughout Texas and the U.S. We have been working in this field for over 30 years, and are considered the proven leader in election management solutions. VOTEC Corporation proposes to install and train, in a professionally competent manner VEMACS Elections and Voter Registration System modules. We will appoint a project coordinator to work with Hays County throughout the implementation and acceptance process, always adhering to any contract or State requirements for Elections.

VEMACS Functional Specifications

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

- **Voter Registration**
- **Mail Ballots**
- **Mapping**
- **Election Initiation**
- **Candidate Filing**
- **Polling Locations**
- **Polling Place Management**
- **Poll Workers**
- **Petition Checking**
- **Administrative**
- **Imaging for all of the above**
- **Seamless TEAM interface with full NVRA reporting**

VoteSafe™ Functional Specifications

- **Secure Encrypted Technology**
- **Integrated “live help” feature**
- **No connection interruptions**
- **Supported by the team that built it**
- **Secure custody with strict controls**
- **Entire election database at your poll Worker’s fingertips**
- **Automatic Ballot Style assignment**
- **Supports Vote Centers and Early Voting**
- **Reduced training time and easy to use**
- **Reduces paperwork at precincts**
- **Intuitive Management System**
- **Works seamlessly with VEMACS**

VOTEC Corporation will provide professional technical support either via telephone, e-mail, and TCPIP connection or dial-in service, new software releases and documentation as necessary to comply with State or Federal regulations, problem alerts, patches, product enhancement information gathering, on-site support at the time of installation, training within the guidelines set in the training portion of our standard contract.



Contract for Software and Services

THIS CONTRACT, made this _____ day of _____, 2011 by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as COUNTY, and VOTEC CORPORATION, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

WITNESSETH:

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

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

SECTION I - VENDOR AGREES:

1. To install and train, in a professionally competent manner, the VEMACS Elections and Voter Registration System modules.
2. VEMACS will meet the specifications listed in Attachments I and II.
3. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.
4. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. The COUNTY will make standards available to the VENDOR.
5. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
6. To meet state requirements for data exchange in support of HAVA mandates.
7. VENDOR agrees to deposit all VEMACS software with Lincoln-Parry Escrow subject to the VOTEC escrow agreement with Lincoln-Parry.
8. VENDOR will work with COUNTY to obtain all existing voter data and related data contained within TEAM (Texas Election Administration Management) system and in any format available to COUNTY from existing system. COUNTY will work with VENDOR to define all necessary terms.



CERTIFICATION OF COMPLIANCE WITH STATE CONTRACT

Contractor/VENDOR hereby certifies that this contract is within the parameters of Texas Department of Information Resources (TDIR) contract DIR-SDD-937 between TDIR and VOTEC. Details of the VOTEC contract with TDIR can be found at the link below verified 10/6/2009.

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

INDEMNIFICATION / HOLD HARMLESS

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

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

Confidentiality

VENDOR acknowledges that COUNTY is subject to the Texas Public Information Act found in chapter 552 of the Texas Government Code. VENDOR understands that the Public Information Act may require disclosure of VENDOR information that VENDOR might otherwise consider proprietary or confidential in nature. In the event COUNTY receives a request under the Public Information Act for confidential information it shall notify VENDOR. It is expressly agreed that the COUNTY may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that VENDOR, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General and that sponsors, its officers and employees shall have no liability to the COUNTY for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this CONTRACT shall require VENDOR or COUNTY to violate the terms of the Public Information Act. This provision shall apply to all attachments, exhibits, and appendices associated with this CONTRACT.



SECTION II - COUNTY AGREES:

1. To pay VENDOR for a VEMACS Perpetual Software License, data conversion, installation, training, and First Year Maintenance and Support for documented competent services rendered and accepted by COUNTY.
 - a. \$12,000 base fee covers data conversion and installation.
 - b. \$400 ORACLE fee for each username-password assigned to county staff (ten user minimum). Fee for COUNTY ten users is \$4,000.00.
 - c. Per voter software License fees as defined in Attachment III for the first year of usage. Based on an active voter count of 79,540 for the November 2010 election this is \$31,816.00
 - d. Oracle support fee for the first year of \$1,000.00.
 - e. **Total first year payment** will be the sum $a + b + c + d = \$48,816.00$
 - f. Subsequent years per voter fees as defined in Attachment IV will be \$28,508.00 adjusted by 0.20 cents per voter as the most recent November voter count differs from 79,540.
 - g. Per customer base support fee is \$1,200.00
 - h. Subsequent year's Oracle support fee will be \$1,000.00.
 - i. **Total support fee** will be the sum of $f + g + h =$ approximately **\$30,708.00** (adjustable for actual voter count, number of Oracle users.
 - j. Support fees will be due and payable on the first and subsequent anniversaries of the date of first production use of the VEMACS system.
2. To provide computer access and on-site working space to support VENDOR employees assigned under this agreement.
3. To appoint a COUNTY project manager to work with VENDOR throughout Term of contract.
4. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
5. To adhere to the VENDOR's license agreement as shown in Exhibit D of TDIR contract No. DIR-SDD-937.
6. To order, install, test, and maintain all hardware and operating system software including data backup software, with remote support provided by VENDOR.
7. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software during the term of this Contract.
8. To review all data conversion reports and correct, or provide direction to the VENDOR as to how to handle any inconsistencies or apparent errors in the data.
9. To provide support for remote communications by the VENDOR with the network, including resolving technical communications problems occurring on site in the COUNTY. Access shall be under control of the COUNTY utilizing Webex supplied by VOTEC.
10. To provide system level access on the network to the VENDOR for system installation and testing. This includes "administrator" access in order to load Oracle software and Windows privileges for software/data file maintenance after installation.



SECTION III - BOTH PARTIES AGREE:

1. When providing the above-stated services for the COUNTY, it is expressly understood that VENDOR shall defend, indemnify, and hold harmless the COUNTY, and the officers and employees of the COUNTY from and against all losses, liability, damages, injuries, claims, demands, costs, and expenses arising out of and in connection with the performance of services.
2. With regard to establishing final specifications:
 - a. COUNTY shall certify that all requirements are consistent with COUNTY's understanding and application of all applicable laws.
3. In the event of a conflict between this agreement and the terms and conditions of the attached Appendices, the terms and conditions of this agreement shall govern.
4. With regard to system installation:
 - a. All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software. VENDOR will provide remote support if necessary.
 - b. All operationally essential system modifications will be tested by the COUNTY, with converted COUNTY data, and determined to be functioning in accordance with specifications prior to using the VEMACS and VoteSafe software for daily operations.
 - c. COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.
 - d. TEAM (Texas Election Administration Management) voter registration database updates are included as part of the data conversion fee and ongoing support fees. These updates will be included prior to each election or when needed.
5. All standard software upgrades are included through the software support fees.



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

Hays COUNTY, TEXAS

Name and Title

Date

CONTRACTOR - VOTEC Corporation:

Name and Title

Date



ATTACHMENT I- Functional Specifications

The following is a list of VOTEC Election Management and Compliance System (VEMACS) menu items. This is a minimum list and VEMACS may be provided with more or may be updated with more items or functions when they become available. VoteSafe specifications follow the VEMACS specifications

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

Voter Registration

Voter Data Management

- Import voters from TEAM periodically
- Query by Name or portion of a name
- Query by Address or street range
- Query by Voter ID number
- Query by other ID number (Driver's license, SSN)
- Query by combination of name and address
- Query by combination of name and birth date
- Maintain separate NCOA forwarding address
- Maintain permanent or semi-permanent absentee status
- Maintain privacy flag to suppress addresses
- Automatically cancel military registrants at end of year

The screenshot displays a software interface for managing voter data. It includes fields for Name (SMITH, SCOTT), Date Submitted (11/23/1999), and various status flags. Below this, there are sections for Address (123 Main St, City WE, Zip 75097) and other identifiers like Driver's License (000033511065) and SSN (123-45-6789). The interface also shows election history with columns for Registration, Status, and various dates.

Other data specific to registrant as voter

- Input voting history via bar code reader or keyboard
- Correct voting history on screen
- Provide one button display of absentee information
- Provide one button display of polling place information
- Provide one button display of district (electing entity) information
- Provide one button display of officeholder information
- Provide one button display of election roles (poll worker, candidate, etc.)
- Maintain voting history for unlimited number of elections - include voting method, party of ballot selected, precinct, eligible but didn't vote (optional)
- Flag challenged voter

Reports

- Daily Audit of adds, changes, cancellations highlighting what changed
- Statistical reports on registration activity by categories
- Voters by status by precinct
- Voters by status by districts
- Poll books with annotation for absentee status, need to show identification
- Walking lists with voting history

Data files

- Public voter file on disc, CD
- Secretary of State required data
- Jury wheel



Mail / In-Office Absentee Requests / Returns

Absentee data entry

- Automatic preparation of permanent mail ballot materials
- Identify early mail ballots - overseas, out of state, military
- Allow batching of mail ballot requests with a batch number
- Query absentee voter using name, address
- Scan Voter ID from bar coded request form
- Show outstanding ballot requests
- Identify duplicate requests
- Record state mandated information for request - how requested, by whom, relationship, how delivered, when authorized
- Allow different mail ballot address for each request, each election
- Allow multiple election requests to be entered at the same time
- Allow signature comparison of request with stored digitized signature
- Send notice if request incomplete - to voter's mail and absentee addresses
- Send registration form with absentee request or absentee ballot as specified by law
- Select ballot by party, precinct, split, full or short ballot
- Print label identifying precinct, ballot style, party, voter, whether first or later request
- Manage early voting site and poll worker entry
- Allow ballot cancellation upon notification of intent to vote at polls
- Scan bar coded return envelope - flag duplicate return
- Allow signature comparison of return envelope with stored digitized signature
- Print request and return information on poll books
- Add to voting history by request or by return per state law
- Flag challenged ballot
- Manage group voting such as nursing home
- Manage in-office voting

App. RM: Elec 05/02/98 01 082
BRACK, BEVERLY JEAN
544 BETHANY DR #121
ALLEN
Pct 082 Party R ID 337127-1

Reports

- Daily mail ballot requests by district and/or precinct
- Statistical report of mail ballot activity

Enter Default Information

Return Status	<input checked="" type="checkbox"/> OK	<input type="checkbox"/> OKAY
Return Date	05/25/1998	
Election Code	9806	JUNE PRIMARY

Mail Ballot Elections

- Prepare labels or magnetic media for mailing company
- Manage mail ballot requests and voter cancellations between selection of voters and mailing of ballots by preparing pull and replace instructions along with new mailing labels
- Sort mailing by zip code within ballot style or ballot style within zip to support tradeoff between ease of stuffing envelope and cost of postage



Election Initiation

- Enter an election code to identify election
- Specify type and date of election
- Default important dates with override capability (candidate filing, close of books, ...)
- Default offices on ballot by election type
- Default jurisdictions participating by election type
- Add offices and jurisdictions having special elections
- Specify which political parties are participating
- Pre-load candidate petition control information
- Open candidate filing
- Manage precinct consolidation
- Manage polling place consolidation
- Determine ballot styles
- Produce ballot order
- Export election structure to voting system
- Pre-load poll worker assignments

Election Code	Type	Election Date	Closing Date	Operator & Date
0010	GENL	12/10/1999	12/15/1999	COLLIN 11/03/1999
99CA	AMEN	11/02/1999	10/04/1999	COLLIN 11/03/1999
99BA	GENL	06/12/1999	05/13/1999	CHRISP 06/16/1999
99RO	RUNO 99GF	06/05/1999	05/06/1999	CHRISP 06/16/1999
99M	GENL	05/01/1999	04/01/1999	CHRISP 05/05/1999
99SB	BOND	02/20/1999	01/02/1999	MICKIE 03/24/1999
98G	GENL	11/03/1998	10/05/1998	MICKIE 11/14/1998
98AB	BOND	09/12/1998	08/13/1998	MICKIE 09/16/1998

Candidate Filing

- Produce list of offices up for election
- Record submission of candidate filing documents
- Produce receipt for filing packet
- Produce lists of candidates
- Prepare candidate mailings
- Inquire on candidates by office or candidate
- Determine which offices are contested
- Produce precinct committee lists for parties
- File committee candidates according to special rules
- Add jurisdiction to election if not already included
- Convert data for ballot preparation / ballot counting system
- Enter question text

Office	Candidate	Party	Ballot Name	Candidate	Party
SECRETARY OF STATE	Anthony Adams	Party D	Anthony Adams	Party D	Party D



Polling Place Management

Polling Place master list

- Maintain list of sites
- Maintain contact information
- Maintain accessibility information
- Maintain capacity information
- Maintain on-site equipment availability information
- Maintain history

Election specific list tied to election initiation

- Maintain supply requirements by polling place and assigned precincts
- Select sites for specific election
- Assign working precincts
- Prepare request to use letter, contract
- Support ballot order
- Support payment vouchers

ELECTION DAY VOTER INFORMATION
12/18/1999

Name: SMITH, JOHN
Residence: 9588 MISSY DR
Address: DALLAS TX 75262
State: ACTIVE
Precinct: 01

Certificate: 549567
Birth Date: 02/13/1965
Reg. Date: 10/07/1999
Sex: MALE
Party:

Voting Location: Precinct 01
Address: SHEPTON HIGH SCHOOL
5505 PLANO PKWY
W OF PRESTON
County: COLLIN COUNTY

Look up another Voter: [Link]

Poll Worker Management

Worker master file

- Maintain worker profile with preferred assignment
- Maintain work history
- Allow entry prior to registration
- Maintain name worker prefers to be called instead of registered name
- Maintain second language information
- Maintain class history
- Automatically assign to class per customer rules
- Prevent assignment to more than one job per election

Election specific list - coordinates with election initiation

- Default assign workers to precincts and polling places
- Allow assignment only if a registered voter
- Assign specific job
- Assign extra duties
- Show partisan balance where appropriate
- Report by precinct and polling place
- Report vacancies by precinct and polling place
- Assign classes
- Produce notices
- Track class attendance
- Compare against maximum allowable pay
- Produce payroll trial balance
- Produce pay vouchers
- Default pay computation by duties and class attendance
- Itemize pay - break out reimbursables to avoid erroneous payroll taxes
- On-line pay summary for year-to-date and prior year

Polling Place Management
Precinct: 001

Poll Code: 001
Poll Name: Collin County Courthouse
Facility Address: 210 S. McDowell
City/State: MCKINNEY Zip: 75069 Facility Phone: (972) 633-3202

Contact Name: Sharon Scott
Mailing Address: 123 Main
City/State: MCKINNEY Zip: 75069 1234 Home Phone: (972) 633-3202

Voting Room: Lobby
Rental Fee: 125.00 Bill (Y/N): Y Election Day Phone: (972) 633-3202
Phone Type: C (CUP) Phone Cost: .35
Handicap Access: Y (Y/N) Collection Site: N

Comment: HWY 5 & DAVIS

Last Updated: 09/02/1999 by Operator: BILLB

Enter unique poll code.

Worker Information

Status: A Job: J
Precinct: 001 Poll: 001
Rank: 8

Comments: Very Experienced

Other Options: Party: D <Not Used> <Not Used> <Not Used> Date Appointment: Begins: 01/01/1997 Ends: 12/31/1998

Contact Info: Last Name: SMILEY First: BEATRICE Middle: S Suffix: SMILEY, BEATRICE G
Address 1: 701 SUMMIT RIDGE Address 2: MCKINNEY TX 75070 Use Voter's SSN? [X] Mail Addr: [X]
Phone: 972 633 3211 SSN: 232-45-2234
Alt. Ph: Alt. ID:

Info. from Voter File: Reside/State Address: P01 SUMMIT RIDGE Mailing Address: Phone: SSN: Precinct: 001 Party: Voter ID: 612641 Ver. Status: A

List of values is available.



PC Desktop Imaging

- Fast, small footprint scanners on each desktop
- Attach images to any person, place, or thing whose data is maintained by VEMACS
- Print individual images on laser printer
- Optional rescan in gray scale mode
- Optionally nag operator to cut a signature before dismissing image screen
- Combine images for 2-sided or multi-page documents

Report Samples

The screenshots show the following interfaces:

- VRS1010: Runtime Parameter Form**: A form for specifying election details. Fields include:
 - Working List (v. 0100 v1.00)
 - Specify elections on page 2
 - Enter Parameters:
 - Registration: **Printer**
 - Device Name: **HP 5a**
 - Device: **1**
 - Registration: **No**
 - Prctct: **007 - FIRST PRESBYTERIAN**
 - District: **ALLEN ISD DISTRICT**
 - Vote Group: **ACTV - ACTIVE**
- VRS1010: Runtime Parameter Form**: A form for entering parameters. Fields include:
 - Vote Station (v. 0100 v1.00)
 - By Precinct By Status
 - Enter Parameters:
 - Device Name: **Printer**
 - Device: **HP 5a**
 - Device: **1**
 - Registration: **No**
 - Vote Group: **007 - First Presb**
 - Stat to: **Precinct**
- VRS1012: Runtime Parameter Form**: A form for entering parameters. Fields include:
 - Parameters and Subparameters (v. 0100 v1.00)
 - Enter Parameters:
 - Device Name: **Mail**
 - Device: **Electronic Mail System**
 - Device: **1**
 - Registration: **No**
 - Election: **007 - 03/10/98 ELECTION**
 - Order List: **STATE/PREINCT/PARTS**
- DATA REPORT**: A table showing election results for the ALLEN ISD DISTRICT. The table has columns for Name, Address, City, State, Zip, and Party. Data rows include:

Name	Address	City	State	Zip	Party
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
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ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R
ALLEN, JAMES L.	1000 N. 10th St.	ALLEN	TX	75009	R



ATTACHMENT II- Installation, Training and Support

Installation and Training Plan

User Training – Training will be provided by the VOTEC Corporation at the time of installation. Installation and training are conducted over a one week period. This provides minimum down time while switching systems and ensures that the elections staff is immediately productive on the new system. This allows flexibility if installation and/or conversion issues arise to have them dealt with immediately between the COUNTY and VOTEC.

Installation of Oracle and the counties converted data normally can be completed in the first 1 to 1-1/2 days. The installed data is backed up for restoring at the end of the week. Training then commences using the counties data. Staff can enter data, print notices and ID cards, print reports, and try any registration option for the next several days knowing that the data will be restored by Friday. This has proven to be a very effective training method. The use of the real system with their current data proves convincing and reassuring that there are not likely to be surprises when data entry goes live.

Initial training for election related activities including election setup, mail ballot tracking, poll book preparation and the like are conducted later once the staff is comfortable that the basics have become routine. This training is done through a combination of task oriented documentation, scheduled shared screen remote training sessions, and ready availability to VOTEC staff to answer questions. Additional on-site training is available if the COUNTY finds the other methods are not sufficient.

Support Plan

VOTEC Corporation will provide the following support for the VEMACS Voter Registration System and for the VoteSafe epollbook system.

- ❖ Technical support either via telephone, e-mail, and TCPIP connection or dial-in service.
- ❖ New software releases and documentation as necessary to comply with State or Federal regulations.
- ❖ Problem alerts
- ❖ Patches
- ❖ Product enhancement information gathering
- ❖ On-site support at the time of installation
- ❖ Training within the guidelines set in the training portion of this document.

VOTEC Corporation will provide the following support on a time and materials basis as required for the VEMACS and VoteSafe software.

- ❖ Customer desired enhancements to VEMACS forms, reports, or administrative functions that are county specific and not widely applicable to the VEMACS user community.
- ❖ Corrections to VEMACS database information caused by improper procedures or other factors not under the control of the VOTEC Corporation (examples: hardware crash, failure to back up data).



ATTACHMENT III – Perpetual License Fees

Oracle License Fees

Named users are the username/password accounts set up on Oracle with access to VEMACS.

Per named user \$400.00 (10 user minimum = \$4,000)

Unlimited user, single processor \$12,000.00

VEMACS License Fees

Fees for VEMACS are based on the number of active voters in the most recent November election preceding the first day of the contract year plus a base fee for conversion.

Base Fee \$12,000.00

License Fees are based on the number of voters eligible to vote in the most recent March election preceding the effective date of the contract to license VEMACS.

Voter Bracket	Fee per Voter	Cumulative Fee to end of bracket
1 - 10,000	\$0.40	4,000
10,001 - 20,000	\$0.40	8,000
20,001 - 35,000	\$0.40	14,000
35,001 - 60,000	\$0.40	24,000
60,001 - 100,000	\$0.40	40,000
100,001 - 200,000	\$0.40	80,000
200,001 - 400,000	\$0.40	160,000
400,001 - 800,000	\$0.40	320,000
800,001 +	\$0.40	

The fees are cumulative. For example, the license fee portion of the charge for a county of 25,602 active voters is (excluding Oracle fees)

$25,602 \times 0.40 + 12,000 = 10,240.80 + 12,000 = \text{\$22,240.80}$ (plus Oracle Fees)



ATTACHMENT IV – Maintenance and Support Pricing

VOTEC System Warranty, Maintenance and Support Fees – 2009-2010

Oracle Annual Support Fees

These fees are charged to offset our support fees to Oracle Corporation. These fees are applicable starting with your first use of VEMACS as your production voter registration system. If additional licenses are purchased, the first year's Oracle support fees will be due along with the license fees for the new licenses.

Per named user per year	\$100	\$1,000 minimum (10 user minimum)
Unlimited user, single processor	\$5,000	

VEMACS™ Annual Support Fees

Fees for VEMACS warranty, maintenance, and support are based on a per customer fee plus a fee based on the number of active voters in the most recent November election preceding the first day of the contract year.

The per customer fee is \$1,200.

Voter Bracket	New	Cum
1 - 20,000	\$0.50	10,000
20,001 - 30,000	\$0.44	14,400
30,001 - 40,000	\$0.38	18,200
40,001 - 50,000	\$0.32	21,400
50,001 - 70,000	\$0.26	26,600
70,001 - 100,000	\$0.20	32,600
100,001 - 200,000	\$0.125	45,100
200,001 - 400,000	\$0.10	65,100
400,001 - 800,000	\$0.075	95,100
800,001 +	\$0.0625	

The fees are cumulative. For example: the charge for a county of 25,602 active voters is:

10,000 (cumulative through 20,000 voters) + 5,602 X .44
= \$10,000 + \$2,464.88 = \$12,464.88 (plus per customer \$1,200 + Oracle Fees)

VoteSafe™ Software Annual Support Fees

Support is charged annually at a rate of 20% of the original license price. Oracle fees will be additional unless Oracle has been licensed for VEMACS.

Special Order Time and Materials

Special order technical services are offered at \$210.00 per hour.

Fees are subject to change for service years starting after December 31, 2010.



ATTACHMENT V- Hardware specifications including required and suggested peripherals

VEMACS Hardware and Third Party Software Specifications

VEMACS is an Oracle client/server database application. VEMACS was built from the ground up using Oracle RDBMS. To further strengthen VEMACS, Oracle's Developer 6i client is the user interface for screen forms and reports. This tight integration allows the full use of every Oracle technology.

Database

Oracle Standard Edition 10.2 (supplied by VOTEC)

Ad-Hoc Reporting

Crystal Reports or any program with a native Oracle driver or ODBC connection. Reporting programs that are capable of adding, updating or deleting information are not suggested for this use. Microsoft Reporting Services are supported.

Remote Support Software

LogMeIn (license supplied by VOTEC)

WebEx supplied by VOTEC

VPN Connection with Remote Desktop

Other County solutions

Network

100-base-T bandwidth or above within Elections Department

Database Servers

- Pentium Server running Windows 2003/2008 Server
 - CPU – 2.0 GHz or above
 - 4 GB main memory (RAM)
 - Monitor, keyboard, mouse, CD/Rom per customer standards
 - CD/DVD Writer (Optional)
 - Modem (Optional for server vendor service)
 - Network connection per customer standard
 - Minimum 250 GB of usable disk for database and data management
 - Add 5 GB of usable disk per 100,000 images at 200 DPI or 10 GB at 300 DPI.
- Mirrored (RAID 1 or 10) or RAID 5 disk storage is recommended to minimize possible downtime.

File Server - Optional (could use database server with up to 40 or more busy workstations)

- Pentium PC server running Windows 2003/2008 server
- CPU –2.0 GHz or above
- 1-2 GB main memory (RAM)
- Monitor, keyboard, mouse per customer standard
- CD/ROM
- Network connection per customer standard
- 50 GB of usable disk for file server. Mirrored or RAID 5 disk storage is recommended to minimize possible downtime.

**Data Entry Workstation (required)**

- Pentium PC running Windows XP Pro or windows 7 (With the latest version of Service Packs installed) (VEMACS is not certified for Windows Vista)
- 1 GB main memory (RAM) (2 GB for batch image scanning and/or heavy reporting)
- Keyboard, mouse, printer port
- Network connection per customer standard
- 4 GB disk storage available for VEMACS
- 17"-19" super VGA monitor with minimum 1280 x 960 display for imaging.
- CD-ROM – some workstation(s) to be equipped with CD writing capability.
- Barcode readers and personal image scanners are discussed below.

Data, Program, and Image Backup and Restore (required)

Capability must be planned with Elections Department to define maximum time to recover in conjunction with fall-back mechanisms such as data copies on CD. Fail-safe operation is a multi-faceted design situation and is offered only after consultation with the customer. Hardware and software required for tape backup such as tape drives and backup software shall be the responsibility of the County to purchase and install.

Report Printers (required – number to be determined)

Hewlett Packard series 4 or later laser printers. VOTEC will work with other brands of printers but will charge for printer driver problem resolution when required.

Label Printer (optional)

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

Bar Code Scanners (required)

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

Personal Image Scanners (required for desktop imaging)

(for scanning of documents associated with anything tracked by the VEMACS database)

Most customers opt for personal scanners for the convenience of imaging at the time a voter record or other type of record is being referenced in the database. This provides automatic indexing of the document to the record.

Currently recommended scanners are:

- Canon DR-2510C – This scanner scans single sided and duplex, monochrome, gray scale, or color. Connection is USB. Speed is 25 documents per minute.

Batch Image Scanners for Backfile Scanning (Optional)

Personal scanners listed above can scan 25 documents per minute and should suffice for many counties. If you wish to discuss larger scanners please contact VOTEC for the current VEMACS compatible scanners.

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 receive direction from the Court on the sale of real property, postings and other civil procedures with respect to where those events will take place and what the "designation" of courthouse will be.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Constable Darrell Ayres

SPONSORED BY: Commissioner Will Conley

SUMMARY:

To date, these sales have taken place at the County Courthouse. Now that there are no longer district court cases being heard at the County Courthouse, Constable Ayres would like to know if the location should be changed. In his recent training, he was informed that the Commissioners' Court had the authority to designate the location. He is seeking direction to find out if the Court has the authority to make this designation, and if so where these events should appropriately take place.

From: Matt Farris
Sent: Thursday, May 05, 2011 9:03 AM
To: Jennifer Anderson
Subject: Agenda Item

Discuss and give direction on "Should sales of real property, postings and other civil procedures continue to be held at the Hays County Courthouse?"

Rule 646a of the Texas Rules of Court states "real property taken by virtue of any execution shall be sold at public auction, at the Courthouse door of the county..."

Rule 650 of the Texas Rules of Court states "Previous notice of the time and place of the sale of any personal property levied on under execution shall be given by posting notice thereof for ten days successively immediately prior to the date of sale at the courthouse door of any county and at the place where the sale is to be made."

Rule 648 defines "by the term , courthouse door of a county is meant either of the principal entrances to the house provided by the proper authority for the holding of district court. If from any cause there is no such house, the door of the house where the district court was last held in that county shall be deemed to be the courthouse door." District court is no longer held in the Hays County Courthouse; therefore the term "courthouse door" does not apply to the Hays County Courthouse, but rather the Hays County Justice Center.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action regarding bond issuance timeline for road and park bonds.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bill Herzog / Dan Wegmiller

SPONSORED BY: COBB

SUMMARY: Dan Wegmiller with Specialized Public Finance will be present to discuss a timeline for the issuance of our voter approved bonds for our road and park projects.

Bill Herzog



HAYS COUNTY, TEXAS

Pass Through Revenue and Limited Tax Bonds, Series 2011 (the "PT Bonds")
Unlimited Tax Road Bonds, Series 2011 (the "Priority Road Bonds")
Limited Tax Bonds, Series 2011 (the "Park Bonds")

Timeline of Events – Negotiated Sale

Tuesday, May 17, 2011*	The Commissioners' Court receives update regarding issuance timeline for the Bonds.
Friday, May 27, 2011	The Financial Advisor makes application to the Rating Agencies in order to obtain a rating on the Bonds.
Week of June 6, 2011	Rating agencies' site visit or conference call.
Monday, June 20, 2011	The Official Statement is distributed to the Underwriters. Rating(s) is received and published by the Financial Advisor.
Monday, June 27, 2011	<u>Pricing.</u> Interest rates on the Bonds are negotiated between the Underwriter and the Financial Advisor.
Tuesday, June 28, 2011*	<u>Award.</u> The Commissioners' Court will consider an Order authorizing the issuance of the Bonds.
Tuesday, July 26, 2011	<u>Delivery Date.</u> The County receives funds from the Underwriters of the Bonds.

*Official Commissioners Court Meeting.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM:

Discussion and Possible action to authorize the County Judge to execute three work authorizations under the County's contract with Klotz Associates, Inc., related to drainage improvements in and near the Leisurewoods Subdivision.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$126,700.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

The scope of the contract with Klotz and Associates was set up to accommodate work as it became necessary for the completion of this stormwater facility project. These three additional work authorizations represent work that is now in the critical path of the project.

Work Authorization No. 12
To Agreement Dated September 2, 2008 Between Hays County,
Texas ("Owner") and Klotz Associates, Inc. ("Engineer") for
Professional Services Related to Drainage Improvements for Hays
County, Texas.

Project Description

Work Authorization No. 12 includes additional services related to the construction of the stormwater detention facility located in Lot 25 within the Leisurewoods Subdivision, Section Five, as recorded in the plat records of Hays County, Texas in Volume 3, Page 42 (hereinafter referred to as "HOA Lot") and the approval process of the Leisurewoods Channel "B" construction plans (basic services covered under Work Authorizations 6 and 8, respectively).

Engineer's Services

Engineer will provide Professional Services related to regional drainage issues in the Leisurewoods Subdivision as set forth in the following additional tasks.

Task 1 – HOA Lot Basin Modification Analysis

At Owner's request, the Engineer will analyze the effectiveness of the existing basin design with a modification to the weir between the volume areas and/or the outlet weir. The purpose of the modification is to increase the volume of runoff retained in the basin during the high frequency storm events such as the 2-year and 25-year storms. Although the modification will not increase peak flows when compared to existing conditions, the modification will likely reduce the effectiveness for the low-frequency storm events such as the 50-year and 100-year storm events. The Engineer will rerun the hydrologic models and summarize the results for the Owner. After the modifications are approved by the Owner, the Engineer will proceed to Task 2.

Task 2 – HOA Lot Basin Modification Design

The Engineer will revise the construction drawings based on the proposed modifications as designed in the hydrologic models. The revised construction drawing will be a replacement of 11-inch x 17-inch Site Plan depicting the revisions.

Task 3 – Extension of HOA Lot Basin Construction Coordination

Task 4B of Work Authorization 6 provided for construction site visits through 16 weeks of construction, which expired in March 2011. Task 3 extends the construction site visits for the HOA Lot Basin for four (4) future visits, which should cover the site visit needs through the end of construction.

Task 4 – City of Buda Review

The Engineer will coordinate the review of the construction plans for Channel "B" with the City of Buda. This Task includes revising the plans through one set of comments and two (2) plan submittals.

Payment

Using the procedures set forth in paragraph 2.01 of the Agreement, Owner shall pay Engineer Lump Sum amounts for the Tasks as described above as follows:

Task 1:	\$ 2,900
Task 2:	\$ 2,300
Task 3:	\$ 3,500
Task 4:	\$ 3,100
<u>Expenses</u>	<u>\$ 400</u>
Total:	\$ 12,200

Schedule

Estimated time to complete all tasks except those for construction is 30 days. Remaining tasks will be performed as needed to support the County's proposed construction schedule.

KLOTZ ASSOCIATES, INC.

HAYS COUNTY

By: Scott Dukette
Scott Dukette, PE

By: _____

Title: Vice President

Title: _____

Date: 5/4/11

Date: _____

Work Authorization No. 9
To Agreement Dated September 2, 2008 Between Hays County,
Texas ("Owner") and Klotz Associates, Inc. ("Engineer") for
Professional Services Related to Drainage Improvements for Hays
County, Texas.

Project Description

Work Authorization No. 9 includes planning, design, preparation of construction plans and specifications and limited construction phase services for a stormwater detention basin that will be located in a tract of land southwest of the Leisurewoods HOA lot. This tract of land is owned by J. Hendrickson as recorded in the Deed Records of Hays County in Volume 1062, Page 289 hereinafter referred to as the "Hendrickson Tract").

Engineer's Services

Engineer will provide Professional Services related to regional drainage issues in the Leisurewoods Subdivision as set forth in the following tasks.

Task 1 – Surveys

- A. Easements for the lots that are proposed to contain the basin and downstream channel are required prior to construction. The Engineer's Surveyor will prepare field notes for the proposed easements. When the easement documents are signed by the land owners, we will provide those along with the metes and bounds field notes to the County for recordation. Recordation fees and coordination are not included in this scope.
- B. The Engineer's Surveyor will provide one-time construction offset staking for the proposed improvements. The Surveyor will also provide an as-built survey of the constructed improvements after completion of the project.

Task 2 – Geotechnical Investigations, Testing and Report

- A. The Engineer will utilize a geotechnical engineering subcontractor to perform initial limited geotechnical investigations, sampling and testing, and prepare a report with geotechnical recommendations for use in construction of the basin improvements on the Hendrickson Tract.
- B. Field observation and soil and materials sampling and testing during construction are not included in this scope of services. The Owner will provide these services during construction.

agency or agencies will be required and can be performed by the Engineer but as an Additional Service.

- D. This scope of services does not include any work for environmental studies, investigations and permitting. In addition, there is no work in this scope of services for preparation of studies, permit applications or other requirements of regulatory agencies. This scope of services has been prepared assuming the stormwater detention facilities will not be "dams" as defined as the Texas Commission on Environmental Quality. If any of these services are needed for the project, additional scope and fees may be requested.

Payment

Using the procedures set forth in paragraph 2.01 of the Agreement, Owner shall pay Engineer a Lump Sum amount of \$46,000 for the Tasks as described above.

Schedule

Estimated time to complete all tasks except those for construction is 120 days. Remaining tasks will be performed as needed to support the County's proposed construction schedule.

KLOTZ ASSOCIATES, INC.

HAYS COUNTY

By: Scott Dukette
Scott Dukette, PE

By: _____

Title: Vice President

Title: _____

Date: 5/4/11

Date: _____

Work Authorization No. 11
To Agreement Dated September 2, 2008 Between Hays County,
Texas ("Owner") and Klotz Associates, Inc. ("Engineer") for
Professional Services Related to Drainage Improvements for Hays
County, Texas.

Project Description

Work Authorization No. 11 includes planning, design, preparation of construction plans and specifications and limited construction phase services for channel modifications along the rear lot line of Longspur Drive lots and modifications to the outfall structure and downstream channel for the basin on Pine Siskin Drive.

Engineer's Services

Engineer will provide Professional Services related to regional drainage issues in the Leisurewoods Subdivision as set forth in the following tasks.

Task 1 – Surveys

- A. Most of the necessary survey data was previously obtained for the project area. This task includes additional topographical surveying for the open lot south of the Pine Siskin Drive basin. An easement for that lot will also be required.
- B. The Engineer's Surveyor will provide documents for a drainage easement on the lot south of the Pine Siskin Drive basin for additional storage of storm runoff.
- C. The Engineer's Surveyor will provide one-time construction offset staking for the proposed improvements. The Surveyor will also provide an as-built survey of the constructed improvements after completion of the project.

Task 2 – Meetings

- A. Further coordination with the land owners containing the existing channels and the Pine Siskin Drive basin is required.
- B. The Engineer will attend one (1) meeting with the Leisurewoods Homeowner's Association.
- C. The Engineer will attend up to two (2) meetings with the Commissioner.
- D. The Engineer will attend up to seven (7) meetings with individual lot owners (7 total).

- C. This scope of services does not include any work for environmental studies, investigations and permitting. In addition, there is no work in this scope of services for preparation of studies, permit applications or other requirements of regulatory agencies. If any of these services are needed for the project, additional scope and fees may be requested.

Payment

Using the procedures set forth in paragraph 2.01 of the Agreement, Owner shall pay Engineer a Lump Sum amount of \$68,500 for the Tasks as described above.

Schedule

Estimated time to complete all tasks except those for construction is 120 days. Remaining tasks will be performed as needed to support the County's proposed construction schedule.

KLOTZ ASSOCIATES, INC.

HAYS COUNTY

By: SE Dukette
Scott Dukette, PE

By: _____

Title: Vice President

Title: _____

Date: 5/4/11

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 to execute an inter-local agreement regarding the implementation of the Plum Creek Watershed Protection Plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$2,787 per year

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Commissioner Precinct 2 Mark Jones/Commissioner Precinct 1 Debbie Ingalsbe

SPONSORED BY: Commissioner Precinct 2 Mark Jones/Commissioner Precinct 1 Debbie Ingalsbe

SUMMARY:

The inter-local agreement requires Hays County, Caldwell County, the City of Kyle, the City of Buda, the City of Lockhart, the City of Luling, the Gaudalupe-Blanco River Authority, the Plum Creek Conservation District, the Caldwell-Travis Soil and Water Conservation District #304, and the Hays County Soil and Water Conservation District #351 to provide a total of \$48,000 per year as matching funds for a grant of \$120,000 per year. The grant requires \$2,787 of funding per year from Hays County beginning after the contract signing date of September 2011. The grant is a three year grant with the possibility of up to a one year no cost extension at the end of 3 years if there is funding available. The life of the grant is September 1, 2011 to August 31, 2014.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the county judge to execute an inter-local agreement regarding the implementation of the Plum Creek Watershed Protection Plan.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$2,787 per year

LINE ITEM NUMBER: See Comments below

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: If the first payment is prior to October 1, 2011 then the Court will need to identify funds for the payment since it is not budgeted for this year. Additional funds will need to be allocated in future budgets.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**INTERLOCAL AGREEMENT AMONG
HAYS COUNTY, CALDWELL COUNTY, CITY OF LULING, CITY OF KYLE,
CITY OF BUDA, CITY OF LOCKHART, GUADALUPE-BLANCO RIVER AUTHORITY,
PLUM CREEK CONSERVATION DISTRICT, CALDWELL-TRAVIS SOIL AND WATER CONSERVATION
DISTRICT #304, AND HAYS COUNTY SOIL AND WATER CONSERVATION DISTRICT #351,
REGARDING
IMPLEMENTATION OF THE PLUM CREEK WATERSHED PROTECTION PLAN**

This Interlocal Agreement is made and entered into, effective the ____ day of _____, 2011 ("Effective Date") by and among Hays County Texas ("Hays County"), Caldwell County Texas ("Caldwell County"), City of Luling ("Luling"), City of Kyle ("Kyle"), City of Buda ("Buda"), City of Lockhart ("Lockhart"), Guadalupe-Blanco River Authority ("GBRA"), Plum Creek Conservation District ("PCCD"), Caldwell-Travis Soil and Water Conservation District #304 ("Caldwell-Travis SWCD"), and Hays County Soil and Water Conservation District #351 ("Hays County SWCD"), jointly known as the "Parties." This Interlocal Agreement is entered into by the Parties pursuant to the authority granted and in compliance with, the provisions of the "Interlocal Cooperation Act," as amended, Texas Government Code, Chapter 791. This Interlocal Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

WHEREAS in 2006, the Plum Creek Watershed Partnership ("PCWP") was established to restore and protect the water quality in Plum Creek and each Party named above has representatives on the PCWP Steering Committee, as described in the PCWP Ground Rules dated May 5, 2006 ("Ground Rules"), throughout that time; and

WHEREAS since that time over two (2) million dollars have been dedicated to the development and implementation of the highly recognized Plum Creek Watershed Protection Plan ("WPP"); and

WHEREAS, the Plum Creek WPP is a roadmap to restore water quality in Plum Creek and includes data collection and water quality monitoring, implementation of best management practices to address pollution from agriculture and urban sources, and outreach and education; and

WHEREAS, the Plum Creek WPP satisfies the US Environmental Protection Agency's ("EPA") guidelines and expectations for a WPP; and

WHEREAS the Plum Creek Watershed Coordinator, currently Texas AgriLife Extension Service, through an existing grant from the Texas State Soil and Water Conservation Board ("TSSWCB") and EPA, facilitates the PCWP; secures funding through writing grants, tracks the progress of implementing the Plum Creek WPP; and reports water quality trends resulting from implementation of the Plum Creek WPP; and

WHEREAS, in September 2011, current federal funding for the Plum Creek Watershed Coordinator will end; and

WHEREAS, the Parties desire to continue to work together in a cooperative manner in an effort to continue to implement the Plum Creek WPP and to obtain additional funding to support such efforts;

NOW THEREFORE, the Parties have mutually agreed to enter into this Interlocal Agreement regarding implementation of the Plum Creek WPP and to proceed as follows:

ARTICLE I **PILOT PROGRAM**

The Parties agree to establish a three (3) year pilot program for the funding of a Watershed Coordinator for implementation of the Plum Creek WPP. Such program will be the responsibility of the PCWP. The PCWP will appoint a Managing Partner who will hire a Plum Creek Watershed Coordinator.

ARTICLE II **PCWP**

The PCWP Steering Committee will designate one (1) PCWP member to be the Managing Partner. The PCWP Steering Committee is also responsible for the development of the job description and responsibilities of the Plum Creek Watershed Coordinator and the annual budget for the three (3) year pilot program. The PCWP Steering Committee will continue to follow the Ground Rules attached hereto as Attachment E to this Interlocal Agreement in implementation of this Interlocal Agreement.

ARTICLE III **MANAGING PARTNER**

The Managing Partner, after consulting with PCWP Steering Committee members, will hire an individual, to be the Plum Creek Watershed Coordinator. Additionally the Managing Partner will supervise the Plum Creek Watershed Coordinator. The Plum Creek Watershed Coordinator will be housed in the watershed at a location that the Managing Partner, after consulting with the PCWP Steering Committee, decides.

ARTICLE IV **PLUM CREEK WATERSHED COORDINATOR**

The primary responsibilities of the Plum Creek Watershed Coordinator are stated and listed on Attachment A to this Interlocal Agreement. Additionally various other tasks of the Plum Creek Watershed Coordinator are stated and listed on Attachment B to this Interlocal Agreement.

ARTICLE V **FUNDING**

The Parties agree to cooperate and coordinate together in determining the amount of funds that will be necessary to financially support the pilot program over the next three (3) years.

The PCWP will develop the annual budget. A proposed draft budget is set forth on Attachment C to this Interlocal Agreement. Additionally the PCWP will submit a workplan to the TSSWCB for a Clean Water Act §319(h) nonpoint source grant for the remaining balance needed to support the Plum Creek Watershed Coordinator position for at least the three (3) year pilot program. The award of the grant ultimately rests on the approval from EPA. The Parties understand and agree that any funding commitment by a particular PCWP member shall not exceed \$20,000.00 annually and is subject to approval and appropriation by the governing body of such PCWP member. Any payments made by or financial obligations of any party under this Agreement shall be made from current revenues available to the paying party and shall be made to the Managing Partner. The Managing Partner is authorized to deposit all funds received pursuant to this Interlocal Agreement in applicable bank accounts and is authorized to spend such funds to implement this Interlocal Agreement, provided however, any proposed expenditure of funds herein in excess of \$1,000.00 except the salary and benefits of the Plum Creek Watershed Coordinator which shall be approved on an annual basis by the PCWP Steering Committee shall be first approved by the PCWP Steering Committee. The Parties estimate that the annual cost for the pilot program, as shown on Attachment C to this Interlocal Agreement, will be approximately \$120,000, consisting of funds for salary and benefits, a computer, cell phone, supplies, publications, travel expenses, and educational workshops. The Parties agree that the estimated annual budget balance, not including a grant reward, is approximately \$48,000.00 with said amount being allocated among several Parties in accordance with Attachment D to this Interlocal Agreement.

The Parties further agree that other opportunities for funding shall be actively pursued throughout the course of this Interlocal Agreement. Other sources of funding which shall be pursued include, but are not limited to, federal, state, non-profit, non-government affiliated private or public grants; and various state and federal funding opportunities. The Parties agree to cooperate and coordinate to present a unified approach for federal and state funding requests.

ARTICLE VI

STATISTICS AND DOCUMENTS

The Parties shall properly, accurately and completely maintain all documents, papers, records, and other evidence regarding implementation of this Interlocal Agreement. To further the purpose of cooperative administration of the activities described within this Interlocal Agreement, the Parties agree to make document and record materials associated with this Interlocal Agreement available to one another, upon reasonable notice, and as often as each Party may require for purpose of inspection, examination, and/or copying of same.

The Managing Partner shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of this Interlocal Agreement and to ensure that this Interlocal Agreement is publically available shall post a PDF version of this Interlocal Agreement on the PCWP website. All relevant documents in possession of each of the Parties shall be available at all times to the other Parties. If necessary, a reproduction of a document may be submitted and it shall be so marked, and the original shall be maintained and made available to the Party retaining said original document.

Where proprietary records and documents that are not necessarily a product of the activities conducted under this Interlocal Agreement are needed to further an activity or function of this Interlocal Agreement, the Parties agree to communicate to one another the specific time, place and document or record needed and the time parameters within which the document or record is being requested for examination prior to the actual examination in order that proper arrangements can be made for optimum use of time and personnel. The Parties specifically agree to make available for examination all records of financial transactions and expenditures, along with the proper personnel to explain the records and the nature of the expenditures or transaction, insofar as the expenditure or transaction is related to the activities described within this Interlocal Agreement. This provision shall be agreed to by the Parties in order to provide full accountability and complete honesty in documenting and sharing the information generated by this Interlocal Agreement.

ARTICLE VII **ASSIGNMENT**

The Parties acknowledge that they may not assign their obligations and duties under this Interlocal Agreement to any outside entity, consultant or manager without the prior written approval of the other Parties to this Interlocal Agreement.

ARTICLE VIII **DISPUTES**

The Parties agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this Interlocal Agreement. The Parties agree that before they will exercise the termination rights described in Article X, they will attempt to resolve the dispute and will allow the non-disputing Parties the opportunity to cure the alleged dispute. In the event they are unable to do so, the Parties agree to mediate the dispute prior to exercising their termination rights.

ARTICLE IX **TERM**

This Interlocal Agreement shall be for a period of one year commencing upon the date the last of the Parties signs this Interlocal Agreement which shall constitute the Effective Date. The term of this Interlocal Agreement shall be automatically renewed each year not to exceed three (3) years unless terminated earlier as provided in Article X or amended as provided in Article XI.

ARTICLE X **TERMINATION**

The termination of this Interlocal Agreement shall occur three (3) years after the Effective Date. In the event a Party to this Interlocal Agreement determines it is in the best interest of that Party to withdraw from this Interlocal Agreement, the Party may withdraw by giving ninety (90)

days written notice of such intent to the remaining Parties at the addresses provided in Section XII of this Interlocal Agreement.

The withdrawing Party shall cooperate with the remaining Parties to achieve a proper transition time period to allow the remaining Parties to restructure the services provided by the Parties. The withdrawing Party shall give the remaining Parties access to the materials and documents in the withdrawing Party's possession which could assist the remaining Parties in carrying out the plans and operations initiated under this Interlocal Agreement. The withdrawing Party shall remain liable for such Party's allocated share of the budget for and including the fiscal year that the withdrawing Party withdraws from this Interlocal Agreement.

ARTICLE XI **AMENDMENT**

No amendment, modification or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the Parties after official action by each of the respective governing bodies of the Parties.

ARTICLE XII **NOTICES**

Notices to any Party required or appropriate under this Interlocal Agreement shall be deemed sufficient if in writing and mailed USPS postage prepaid.

To Hays County. Notices to Hays County shall be addressed to:

Hays County Judge
Hays County
111 East San Antonio Street
San Marcos, TX 78666

and to such other addresses as may hereafter be designated in writing by the Hays County Judge.

To Caldwell County. Notices to Caldwell County shall be addressed to:

Caldwell County Judge
Caldwell County
110 South Main Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Caldwell County Judge.

To GBRA. Notices to GBRA shall be addressed to:

General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155

and to such other addresses as may herein be designated in writing by the General Manager of GBRA.

To Luling. Notices to Luling shall be addressed to:

City Manager
City of Luling
509 East Crockett
Luling, TX 78648

and to other such addresses as may herein be designated in writing by the City Manager of Luling.

To Kyle. Notices to Kyle shall be addressed to:

City Manager
City of Kyle
100 West Center Street
Kyle, TX 78640

and to other such addresses as may herein be designated in writing by the City Manager of Kyle.

To Buda. Notices to Buda shall be addressed to:

City Manager
City of Buda
P.O. Box 1218
Buda, TX 78610

and to other such addresses as may herein be designated in writing by the City Manager of Buda.

To Lockhart. Notices to Lockhart shall be addressed to:

City Manager
City of Lockhart
P.O. Box 239
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the City Manager of Lockhart.

To PCCD. Notices to Plum Creek Conservation District shall be addressed to:

General Manager
Plum Creek Conservation District
P.O. Box 328
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the General Manager of PCCD.

To Caldwell-Travis SWCD. Notices to Caldwell-Travis SWCD shall be addressed to:

Chairman
Caldwell-Travis SWCD #304
1403-D Blackjack Street
Lockhart, TX 78644

and to other such addresses as may herein be designated in writing by the Chairman of Caldwell-Travis SWCD.

To Hays County SWCD. Notices to Hays County SWCD shall be addressed to:

Chairman
Hays County SWCD #351
501 Broadway, Suite B
San Marcos, TX 78666

and to other such addresses as may herein be designated in writing by the Chairman of Hays County SWCD.

ARTICLE XIII **RELATIONSHIP OF PARTIES**

Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship between the Parties. It is understood and agreed that no provisions contained herein nor any acts of the Parties hereto create a relationship between the Parties other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each Party shall be responsible for its respective acts or omissions. No Party has the authority to bind the other or to hold out to third parties that it has the authority to bind the other.

ARTICLE XIV **APPLICABLE LAW**

This Interlocal Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in either Hays, Travis, or Caldwell Counties, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this Interlocal Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XVI
COMPLIANCE WITH LAWS AND ORDINANCES

The Parties hereby agree to comply with all federal, state and local laws and ordinances applicable to the work or services to be performed under this Interlocal Agreement. The Parties acknowledge that they are subject to the Texas Public Information Act and the exceptions stated in such Act.

ARTICLE XVII
PARTIES BOUND

This Interlocal Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Interlocal Agreement.

In Witness Whereof, the Parties have executed in multiple originals, each of which shall have the full force and effect of an original, this Interlocal Agreement.

Hays County

By: _____

Date: _____

Caldwell County

By: _____

Date: _____

Guadalupe-Blanco River Authority

By: _____

Date: _____

City of Luling

By: _____

Date: _____

City of Kyle

By: _____

Date: _____

City of Buda

By: _____

Date: _____

City of Lockhart

By: _____

Date: _____

Plum Creek Conservation District

By: _____

Date: _____

Caldwell-Travis SWCD #304

By: _____

Date: _____

Hays County SWCD #351

By: _____

Date: _____

ATTACHMENT A**PRIMARY RESPONSIBILITIES OF PLUM CREEK WATERSHED COORDINATOR**

- Work with Counties, Cities, local boards and businesses to implement management measures identified in the Plum Creek WPP to improve water quality and develop funding mechanisms for putting them in place.
- Work with state and federal agencies and organizations, as appropriate, to bring technical and financial resources to the watershed.
- Pursue external funding to reduce or cover costs for the project (salary and operating).
- Track and document implementation efforts to assess progress toward established goals in the WPP.
- Evaluate water quality data to monitor progress and determine the need for new approaches.
- Coordinate and conduct water resources and related environmental outreach education efforts across the watershed, including organizing training programs and participating in local community clean-up events.
- Develop publications (e.g., newspaper, newsletter, factsheets), and website content to promote and communicate watershed efforts.
- Conduct regular stakeholder meetings, including PCWP Steering Committee and Work Group, throughout the watershed to gather and incorporate local input and encourage citizen participation.
- Provide Counties, Cities and other partners with regular updates on progress, and seek their input and recommendations on needed activities.

ATTACHMENT B**PLUM CREEK WATERSHED COORDINATOR TASKS****Agriculture**

- Coordinate with Soil and Water Conservation District Technician
- Secure funding to support financial incentive programs
- Organize, promote and participate in Texas AgriLife Extension Service education workshops and training events
- Develop and deliver educational programs on agriculture nonpoint source best management practices
- Develop and disseminate factsheets and other education materials (e.g., videos, slide sets) to promote adoption and proper management of best management practices
- Facilitate soil and water testing campaigns; conduct interpretive educational events
- Coordinate development of grant proposals
- Monitor and report progress of conservation practice program implementation
- Identify and implement innovative strategies to facilitate practice adoption and sustained management

Feral Hogs

- Coordinate with Wildlife Extension Feral Hog Education Specialist
- Monitor and facilitate citizen use of the online reporting system to track feral hogs sightings and damage
- Facilitate delivery of updates on progress to County officials and other stakeholders
- Deliver education programs at workshops and other events
- Facilitate and assist with development and distribution of educational resources (e.g., factsheets, videos, etc.)
- Coordinate with Texas Wildlife Services to facilitate hog control efforts
- Monitor and report progress of feral hog programs and identify proactive strategies

Urban Stormwater

- Work with city officials to identify programs and projects to mitigate stormwater nonpoint source
- Assist cities with development of grant proposals
- Assist city personnel with existing TCEQ CWA §319(h) nonpoint source projects in Kyle and Lockhart
- Facilitate stormwater management practice demonstrations
- Secure, develop and/or assist with the preparation and distribution of educational resources including factsheets, videos, slide sets, etc.
- Coordinate Sports Athletic Field Education (SAFE) workshops
- Coordinate community cleanup events and participate in environmental fairs in Kyle, Lockhart, and Luling

- Facilitate pet waste management outreach
- Monitor and report progress of urban nonpoint source programs and identify proactive strategies

Wastewater

- Coordinate septic system management workshops for homeowners and installer/maintenance providers
- Assist cities and counties with Texas Water Development Board applications for wastewater infrastructure projects; including State Revolving Fund
- Facilitate fats, oils, and grease (FOG) workshops
- Interact with wastewater treatment facilities (WWTFs) to pursue voluntary permit upgrades
- Promote and assist with research efforts to determine and mitigate contributions from WWTF
- Pursue implementation of an unannounced inspection program for WWTFs
- Assist counties with expansion of inspection/enforcement programs for septic systems
- Develop and deliver educational resources and programs regarding the need for and methods of septic system management

General Partnership Duties

- Coordinate and conduct quarterly PCWP Steering Committee meetings and Work Group meetings as needed
- Actively promote widespread awareness and involvement in project implementation by stakeholders across the watershed
- Conduct regular communication with the PCWP and respond to stakeholder questions and concerns
- Facilitate communication and coordination among team members from all agencies and organizations
- Identify funding opportunities and develop and submit grant proposals to support implementation
- Perform quarterly analysis of targeted and routine water quality monitoring data
- Track management practice implementation across the watershed, both as a result of the project and external efforts
- Manage implementation grants; generate quarterly progress reports for grants and other funding sources
- Prepare the biennial update of the Plum Creek WPP including progress in implementation and needed modifications to goals and milestones
- Produce and distribute publications highlighting watershed implementation activities and specific best management practices
- Produce and distribute a quarterly newsletter
- Manage and update PCWP website content
- Manage and update Facebook site

- Produce and distribute press releases regarding key issues, programs and project efforts in the watershed
- Provide radio interviews regarding watershed developments; pursue a weekly radio program to discuss project efforts and public action
- Provide regular updates to city councils, county commissioner's courts, PCCD, soil and water conservation districts, TSSWCB, TCEQ, and other partner agencies, groups and organizations
- Develop material for inclusion in the TCEQ-TSSWCB Annual Report on Managing NPS Pollution in Texas and the GBRA CRP Basin Highlights Report and Basin Summary Report
- Facilitate adoption of appropriate city and county ordinances
- Perform advisory role in Central Texas Green Printing, regional water and wastewater studies, and other regional planning efforts on behalf of the PCWP
- Interact with ongoing local school water quality monitoring projects
- Participate in annual community events and festivals (Luling Foundation Field Day, Lockhart Rites of Spring, Luling Watermelon Thump, etc.) to promote citizen interaction to implement the WPP
- Facilitate special household hazardous waste and agricultural waste pesticide collection events
- Facilitate ongoing illegal dumping management programs
- Coordinate periodic tours/field days in the watershed for stakeholders and agency partners to demonstrate project efforts
- Pursue opportunities for increased public awareness including roadway signs, billboards, special events, etc.

	\$197,363.16	\$24,000.00	\$6,049.00	\$9,000.00	\$82,303.12	\$41,284.72	\$360,000.00
20% of expenses, 1/3 of equipment			task 1	\$67,200.00	federal	non-federal	\$67,200.00
40% of expenses, 1/3 of equipment			task 2	\$137,900.00	\$40,320.00	\$26,880.00	\$137,900.00
40% of expenses + 1/3 equipment + workshops			task 3	\$154,900.00	\$82,740.00	\$55,160.00	\$154,900.00
				\$360,000.00	\$92,940.00	\$61,960.00	\$360,000.00
					\$216,000.00	\$144,000.00	\$360,000.00

ATTACHMENT D

Entities	2009 Population	Area Acres	Area (sq. Miles)	Cost Portion for \$120,000		Cost Portion for \$48,000	
				Population portion (50%)	Land Portion (50%)	Population Portion (50%)	Land portion (50%)
							TOTAL
Caldwell County	36899	350080	547				
Caldwell County (In Watershed)	17488	189709	311	296.42			
Hays County	151664	434559	679				
Hays County (In Watershed)	8,622	38628	72	60.3			
Kyle	28,700	6000	9.38				
Lockhart	14238	7,210	11.26				
Luling	5502	2120	3.31				
Buda	7784	1451	2.27				
GBRA	26110	248637	388				
PCCD	26110	248637	388				
Watershed	82334	248637	388				
TOTAL	134,554	742,392		\$60,000	\$60,000	\$24,000	\$24,000
							\$48,000

TOTAL ESTIMATED BUDGET = 120000
 ANTICIPATED GRANT AWARD 60% OF BUDGET = 72000
 ESTIMATED BUDGET BALANCE AFTER GRANT = 48000

Caldwell County 15356 2008 Outside of City in the County Estimation
 Caldwell County 17488 Population estimated by people per square mile for the county

Note: SWCDs do not have tax-generating authority and only receive limited grants from TSSWCB and USDA-NRCS, as such, no \$ commitment is in this table but as non-federal funds are available, the SWCDs will explore a contribution to this three (3) year pilot program.

ATTACHMENT E

Plum Creek Watershed Partnership Ground Rules

The following are the Ground Rules for the Plum Creek Watershed Partnership (hereafter referred to as the Partnership) agreed to and signed by the members of the Plum Creek Watershed Partnership Steering Committee (hereafter referred to as the Steering Committee) in an effort to develop and implement a watershed protection plan.

The signatories to these Ground Rules agree as follows:

GOALS

The goal of the Partnership is to develop and implement a Watershed Protection Plan (WPP) to improve and protect the water quality of Plum Creek (Segment 1810). According to the draft *2004 Texas Water Quality Inventory and 303(d) List*, Plum Creek exhibits elevated nutrient levels and is impaired by high bacteria concentrations making it unsuitable for contact recreation use.

The Steering Committee will consider and attempt to incorporate the following into the development and implementation of the WPP:

- Economic feasibility, affordability and growth;
- Unique environmental resources of the watershed;
- Regional water planning efforts; and
- Regional cooperation.

POWERS

The Steering Committee is the decision making body for the Partnership. As such, the Steering Committee will formulate recommendations to be used in drafting the WPP and will guide the implementation of the WPP to success. Formal Steering Committee recommendations will be identified as such in the planning documents and meeting summaries.

Although formation of the Steering Committee was facilitated by the Texas Cooperative Extension (TCE) and the Texas State Soil and Water Conservation Board (TSSWCB), the Steering Committee is an independent group of watershed stakeholders and individuals with an interest in restoring and protecting the designated uses and the overall health of the Plum Creek Watershed.

The Steering Committee provides the method for public participation in the planning process and will be instrumental in obtaining local support for actions aimed at restoring surface water quality in Plum Creek.

TIME FRAME

Development of a Plum Creek WPP will require at least a 15-month period. The Steering Committee will function under a June 2007 target date to complete the initial development of the WPP. Achieving water quality improvement in Plum Creek may require significant time as implementation is an iterative process of executing programs and practices followed by achievement of interim milestones and reassessment of strategies and recommendations. The Steering Committee will function throughout the 15-month initial development period and may continue to function thereafter as a recommendation of the WPP.

STEERING COMMITTEE MEMBERSHIP SELECTION

The Steering Committee is composed of stakeholders from the Plum Creek Watershed. Initial solicitation of members for equitable geographic and topical representation was conducted using three methods: 1) consultation with the TCE County Agents, Plum Creek Conservation District, Guadalupe-Blanco River Authority, Caldwell-Travis and Hays County Soil and Water Conservation Districts and local and regional governments, 2) meetings with the various stakeholder interest groups and individuals, and 3) self-nomination or requests by the various stakeholder groups or individuals.

Stakeholders are defined as either those who make and implement decisions, those who are affected by the decisions made or those who have the ability to assist with implementation of the decisions.

STEERING COMMITTEE

Members include both individuals and representatives of organizations and agencies. A variety of members serve on the Steering Committee to reflect the diversity of interests within the Plum Creek Watershed and to incorporate the viewpoints of those who will be affected by the WPP.

Size of the Steering Committee is not strictly limited by number but rather by practicality. To effectively function as a decision-making body, the membership shall achieve geographic and topical representation. If the Steering Committee becomes so large that it becomes impossible or impractical to function, the Committee will institute a consensus-based system for limiting membership.

Steering Committee members are expected to participate fully in Committee deliberations. Members will identify and present insights, suggestions, and concerns from a community, environmental, or public interest perspective. Committee members are expected to work constructively and collaboratively with other members toward reaching consensus.

Committee members will be expected to assist with the following:

- Identify the desired water quality conditions and measurable goals;
- Prioritization of programs and practices to achieve goals;
- Help develop a WPP document;
- Lead the effort to implement this plan at the local level; and
- Communicate implications of the WPP to other affected parties in the watershed.

Steering Committee members will be asked to sign the final WPP.

The Steering Committee will not elect a chair, but rather remain a facilitated group. TCE and/or TSSWCB will serve as the facilitator.

In order to carry out its responsibilities, the Steering Committee has discretion to form standing and ad hoc work groups to carry out specific assignments from the Committee. Steering Committee members will serve on a work group and represent that work group at Steering Committee meetings to bring forth information and recommendations.

WORK GROUPS

Topical work groups formed by the Steering Committee will carry out specific assignments from the Steering Committee. Initially formed standing work groups are:

- Agricultural Nonpoint Source Work Group

- Outreach and Education Work Group
- Urban Stormwater and Nonpoint Source Work Group
- Waste Water Infrastructure Work Group

Each work group will be composed of a minimum of 5 Steering Committee members and any other members of the Partnership with a vested interest in that topic. There is no limit to the number of members on a work group. Each work group will elect a chair.

Tasks such as research or plan drafting will be better performed by these topical work groups. Work Group members will discuss specific issues and assist in developing that portion of the WPP, including implementation recommendations.

Work Groups and individual Work Group members are not authorized to make decisions or speak for the Steering Committee.

TECHNICAL ADVISORY GROUP

A Technical Advisory Group (TAG) consisting of state and federal agencies with water quality responsibilities will provide guidance to the Steering Committee and Work Groups. The TAG will assist the Steering Committee and Work Groups in WPP development by answering questions related to the jurisdiction of each TAG member. The TAG includes, but is not limited to, representatives from the following agencies:

- Texas Commission on Environmental Quality
- Texas Cooperative Extension
- Texas Department of Agriculture
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- Texas State Soil and Water Conservation Board
- Texas Water Development Board
- U.S. Environmental Protection Agency
- U.S. Geological Survey
- USDA Natural Resources Conservation Service

REPLACEMENTS AND ADDITIONS

The Steering Committee may add new members if (1) a member is unable to continue serving and a vacancy is created or (2) important stakeholder interests are identified that are not represented by the existing membership. A new member must be approved by a majority of existing members. In either event, the Steering Committee will, when practical, accept additional members.

ALTERNATES

Members unable to attend a Steering Committee meeting (an absentee) may send an alternate. An absentee should provide advance notification to the facilitator of the desire to send an alternate.

An alternate attending with prior notification from an absentee will serve as a proxy for that absent Steering Committee member and will have voting privileges. An alternate attending without advance notification will not be able to participate in Steering Committee votes.

Absentees may also provide input via another Committee member or send input via the facilitator. The facilitator will present such information to the Committee.

ABSENCES

All Steering Committee members agree to make a good faith effort to attend all Steering Committee meetings, however, the members recognize that situations may arise necessitating the absence of a member. Three absences in a row of which the facilitator was not informed of beforehand or without designation of an alternate constitute a resignation from the Steering Committee.

DECISIONMAKING PROCESS

The Steering Committee will strive for consensus when making decisions and recommendations. Consensus is defined as everyone being able to live with the decisions made. Consensus inherently requires compromise and negotiation.

If consensus cannot be achieved, the Steering Committee will make decisions by a simple majority vote. If members develop formal recommendations, they will do so by two-thirds majority vote.

Steering Committee members may submit recommendations as individuals or on behalf of their affiliated organization.

QUORUM

In order to conduct business, the Steering Committee will have a quorum. Quorum is defined as at least 51% of the Steering Committee (and/or alternates) present and a representative of either TCE or TSSWCB present.

FACILITATOR

The TSSWCB Regional Watershed Coordinator and the TCE Coordinator are independent positions, financed by the State of Texas through federal grant funds. Each has specific roles to perform in facilitating the Partnership and Steering Committee.

TSSWCB Regional Watershed Coordinator: The TSSWCB Regional Watershed Coordinator provides technical assistance to the stakeholders in developing the Plum Creek WPP. The TSSWCB Regional Watershed Coordinator will 1) ensure the planning process culminates in a WPP for Plum Creek, 2) facilitate discussions in Steering Committee and Work Group meetings necessary to formulate the WPP, 3) draft text and prepare the WPP such that it incorporates Steering Committee recommendations, 4) collaborate with the TCE Coordinator to facilitate the development and implementation of the WPP through the Steering Committee and Work Groups, and 5) ensure the Plum Creek WPP satisfies the nine elements fundamental to a WPP as promulgated by the U.S. Environmental Protection Agency.

TCE Coordinator: The TCE Coordinator will serve as an educator and facilitator to help the Steering Committee organize its work, run meetings, coordinate educational trainings and draft notes and other materials if requested, and work with the TSSWCB to facilitate the development and implementation of the plan. The TCE Coordinator will co-lead the meetings and work with all of the members to ensure that the process runs smoothly. The role of the TCE Coordinator includes working with the Steering Committee to prepare meeting summaries, assisting in the location and/or preparation of background materials, distributing documents the Steering Committee develops, conducting public outreach, moderating public workshops, providing assistance to Steering Committee members regarding Committee business between meetings, and other functions as the Steering Committee requests.

MEETINGS

All meetings (Partnership, Steering Committee, and Work Group) are open and all interested stakeholders are encouraged and welcomed to participate.

Over the 15-month development period, regular meetings of either the Steering Committee or Work Groups will occur each month. The Steering Committee may determine the need for additional meetings. Steering Committee and Work Group meetings will be scheduled to accomplish specific milestones in the planning process.

Meetings will start and end on time. Meeting times will be set in an effort to accommodate the attendance of all Steering Committee members. The TCE Coordinator will notify members of the Partnership, Steering Committee, and Work Groups of respective meetings.

OPEN DISCUSSION

Participants may express their views candidly, but without personal attacks. Time is shared because all participants are of equal importance.

AGENDA

TCE and TSSWCB, in consultation with Steering Committee members are charged with developing the agenda. The anticipated topics are determined at the previous meeting and through correspondence. A draft agenda will be sent to the Steering Committee with the notice of the meeting. Agendas will be posted on the project website. Agenda items may be added by members at the time that the draft agenda is provided. The TCE Coordinator will review the agenda at the start of each meeting and the agenda will be amended if needed and the Committee agrees. The Committee will then follow the approved agenda unless they agree to revise it.

MEETING SUMMARIES

TCE will take notes during the meetings and may provide audio recording. Meeting summaries will be based on notes and/or the recording. TCE and TSSWCB will draft meeting notes and distribute them to the committee for their review and approval. All meeting summaries will be posted on the project website.

DISTRIBUTION OF MATERIALS

TCE and TSSWCB will prepare and distribute the agenda and other needed items to members. Distribution will occur via email and websites, unless expressly asked to use U.S. Mail (i.e. member has no email access). To encourage equal sharing of information, materials will be made available to all. Those who wish to distribute materials to the Steering Committee or a Work Group may ask TCE or TSSWCB to do so on their behalf.

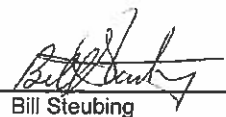
SPEAKING IN THE NAME OF THE COMMITTEE

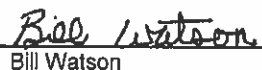
Individuals do not speak for the Steering Committee as a whole unless authorized by the Committee to do so. Members do not speak for the TCE or TSSWCB and neither the TCE nor TSSWCB speak for Steering Committee members. If Committee spokespersons are needed, they will be selected by the Steering Committee.

DEVELOPMENT AND REVISION OF GROUNDRULES

These ground rules were drafted by the TCE and TSSWCB and presented to the Steering Committee for their review, possible revision, and adoption. Once adopted, ground rules may be changed by two-thirds majority vote provided a quorum is present.

We, the undersigned, as members of the Steering Committee, agree to these Ground Rules of the Plum Creek Watershed Partnership.

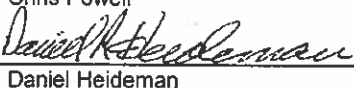

Bill Steubing

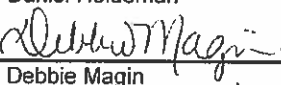

Bill Watson

Bobby Berger

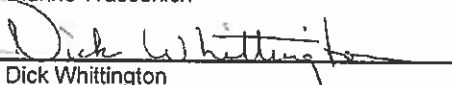
Bud Wade

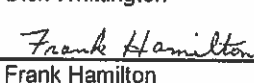

Chris Powell


Daniel Heideman


Debbie Magin

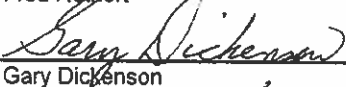

Dianne Wassenich

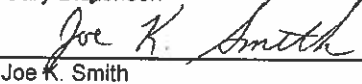

Dick Whittington


Frank Hamilton

Frank Hinds

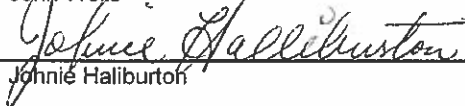
Fred Rother


Gary Dickenson

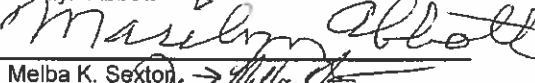

Joe K. Smith

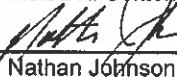
Joel Gibson III

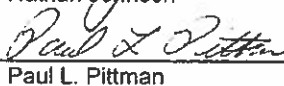
John Wells

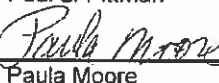

Johnnie Haliburton

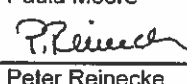
Marilyn Abbott

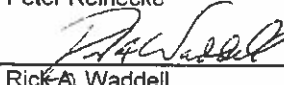

Melba K. Sexton → Melba K. Sexton

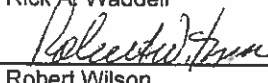

Nathan Johnson


Paul L. Pittman



Paula Moore


Peter Reinecke


Rick A. Waddell

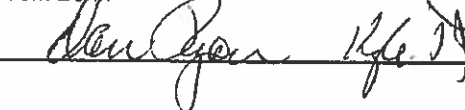

Robert Wilson


Roger Miranda


Susan Meckel


Susie Carter

Tom Born





**Texas State Soil and Water Conservation Board
Clean Water Act §319(h) Nonpoint Source Grant Program
FY 2011 Workplan 11-XX**

SUMMARY PAGE						
Title of Project	Coordinating Implementation of the Plum Creek Watershed Protection Plan					
Project Goals	<ul style="list-style-type: none">To foster coordinated assistance activities for the Plum Creek Watershed Partnership (PCWP)To conduct regular stakeholder meetings to encourage citizen participation, provide partners with updates on progress, and seek stakeholder input and recommendations on needed activitiesTo support and facilitate the PCWP in identifying management measures to improve water quality, developing proposals to acquire funding for implementation of management measures, managing and tracking implementation projects as well as encourage adoption of BMPsEvaluate progress toward achieving milestones established in the WPPCoordinate and conduct water resources and related environmental outreach/education efforts across the watershed					
Project Tasks	(1) Project Administration; (2) Support and Facilitation of WPP Implementation; (3) Outreach, Education and Community Support					
Measures of Success	<ul style="list-style-type: none">Provide technical assistance to PCWPEvaluate progress toward achieving milestones and publish an addendum to the WPPReduction in potential bacterial contamination and nutrient loading for streams from agricultural and urban nonpoint source pollutionIncreased knowledge of citizens, landowners and agricultural producers of management measures identified in WPP					
Project Type	Implementation (X); Education (X); Planning (); Assessment (); Groundwater ()					
Status of Waterbody on 2008 Texas Water Quality Inventory and 303(d) List	Segment ID	Parameter		Category		
	1810	Bacteria		5c		
		Ammonia; Nitrate+Nitrite		CN		
		Nitrogen; Total Phosphorus				
Project Location (Statewide or Watershed and County)	Plum Creek Watershed in Caldwell, Hays, and Travis Counties					
Key Project Activities	Hire Staff (X); Surface Water Quality Monitoring (); Technical Assistance (); Education (X); Implementation (); BMP Effectiveness Monitoring (); Demonstration (); Planning (); Modeling (); Bacterial Source Tracking (); Other (X)					
Texas NPS Management Program Elements	<ul style="list-style-type: none">Element One –LTG 2, 3, 5, 6Element One – STGs 2D, 3B, 3D, 3FElement Two					
Project Costs	Federal	\$216,000	Non-Federal	\$144,000	Total	\$360,000
Project Management	Guadalupe-Blanco River Authority					
Project Period	September 1, 2011 – August 31, 2014					

Part I – Applicant Information

Applicant

Project Lead	Debbie Magin					
Title	Director of Water Quality Services					
Organization	Guadalupe-Blanco River Authority					
E-mail Address	dmagin@gbra.org					
Street Address	933 E. Court St.					
City	Seguin	County	Guadalupe	State	TX	Zip Code 78155
Telephone Number	(830) 379-5822			Fax Number	(830) 372-2757	

Project Partners

Names	Roles & Responsibilities
Texas State Soil and Water Conservation Board (TSSWCB)	Provide state oversight and management of all project activities and ensure coordination of activities with related projects and TCEQ.
Guadalupe-Blanco River Authority (GBRA)	Provide project management and oversight. Serve as watershed coordinator, project reporting, provide assistance for stakeholder relations, support the development of final report. Provide coordination of ongoing implementation efforts. Assess water quality data collected through the Clean Rivers Program and TSSWCB Project 10-07 in relation to achieving load reductions. Provide local match.
Texas AgriLife Extension Service, Department of Soil and Crop Sciences (Extension)	Provide training and assistance to the watershed coordinator and PCWP. Maintain project website.
Plum Creek Conservation District, Hays County, Caldwell County, City of Kyle, City of Buda, City of Lockhart, City of Luling, Hays County Soil and Water Conservation District #351, Caldwell-Travis Soil and Water Conservation District #304	Member of the PCWP; provide local match.

Part II – Project Information

Project Type

Surface Water	X	Groundwater				
Does the project implement recommendations made in (a) a completed WPP, (b) an adopted TMDL, (c) an approved I-Plan, or (d) a Comprehensive Conservation and Management Plan developed under CWA §320?			<table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table>	Yes	X	No
Yes	X	No				
If yes, identify the document.		Plum Creek Watershed Protection Plan				
If yes, identify the agency/group that developed and/or approved the document.		Plum Creek Watershed Partnership facilitated by Texas AgriLife Extension Service and TSSWCB	<table border="1"> <tr> <td>Year Developed</td> <td>2008</td> </tr> </table>	Year Developed	2008	
Year Developed	2008					

Watershed Information

Watershed Name(s)	Hydrologic Unit Code (8 Digit)	Segment ID	305(b) Category	Size (Acres)
Plum Creek Watershed	12100203	1810	5c	288,240

Water Quality Impairment

Describe all known causes (pollutants of concern) of water quality impairments or concerns from any of the following sources: *2008 Texas Water Quality Inventory and 303(d) List*, draft *2010 Texas Integrated Report*, Clean Rivers Program Basin Summary/Highlights Reports or other documented sources.

2007 GBRA CRP Basin Highlights Report – Nutrient enrichment is a concern, likely due to high numbers of WWTFs contributing effluent. The southern part of the watershed has a history of oil and gas activities, leading to concerns for dissolved salts that can be contributed by improperly plugged oil and gas wells. The segment is in an area being developed very rapidly. Concerns are the cumulative impacts on watersheds caused by construction and multiple subdivision development. Also the potential for impacts by agricultural NPS pollution exists.

2008 GBRA CRP Basin Summary Report – Plum Creek site 17406 shows trends of diminishing water quality because the stream is effluent dominated. Total phosphorus shows an upward trend over time, exceeding the screening level 42% of the time. Nitrate-nitrogen shows an increasing trend over time, exceeding the screening concentration 50% of the time.

2008 TWQI – Contact recreation use impairment, nutrient screening levels concern, NPS and point source

2009 GBRA CRP Basin Highlights Report – Nitrate-nitrogen and total phosphorus concentrations at these stations are some of the highest in the river basin. Both point and nonpoint sources contribute to the bacteria impairment. Based on land use analysis, sources of pollutants include urban sources, such as urban runoff and pet waste, as well as agricultural activities and wildlife (deer) and invasive species (feral hogs) sources.

2010 Integrated Report – Impaired due to bacteria with concerns for nitrate, orthophosphorus, and total phosphorus. Data collected from December 2001 through November 2008, reports the geometric mean for Assessment Unit (AU) 1810_01 as 199.2 colony forming units per 100 milliliter (cfu/100mL), AU 1810_02 as 141.0 cfu/100mL, and AU 1810_03 as 235.1 cfu/100mL. Moved to Category 4b with Rationale based on WPP.

Project Narrative

Problem/Need Statement

Plum Creek rises in Hays County north of Kyle and runs south through Caldwell County, passing Lockhart and Luling, and eventually joins the San Marcos River at their confluence north of Gonzales County. Plum Creek is 52 miles in length and has a drainage area of 389 mi². According to the 2008 Texas Water Quality Inventory and 303(d) List, Plum Creek is impaired by elevated bacteria concentrations (category 5c) and exhibits nutrient enrichment concerns for ammonia, nitrate+nitrite nitrogen and total phosphorus.

TSSWCB and Extension established the Plum Creek Watershed Partnership (PCWP) in April 2006. The PCWP Steering Committee completed the Plum Creek WPP in February 2008. Information about the PCWP, including the WPP and implementation activities, is available at <http://plumcreek.tamu.edu/>. Sources of pollutants identified in the Plum Creek WPP include urban stormwater runoff, pet waste, failing or inadequate on-site sewage facilities (septic systems), wastewater treatment facilities, livestock, wildlife, invasive species (feral hogs), and oil and gas production.

The WPP identified responsible parties, implementation milestones and estimated financial costs for individual management measures and outreach and education activities. The plan also described the load reductions expected from the full implementation of all management measures. Since the plan's acceptance by the PCWP, TSSWCB, and USEPA, key management measures have been implemented or are in the process of being implemented. Those measures that focus on control of urban nonpoint source pollution, and funded by TCEQ CWA Section 319(h) nonpoint source grants include: 1) adoption of pet waste ordinances and installation of pet waste stations by the cities of Kyle and Lockhart; 2) urban stormwater assessments in Kyle and Lockhart that map current stormwater flows and conveyance systems, and identify needs and determine optimal placement of additional stormwater controls; 3) funding to retrofit two existing stormwater detention basins in the City of Kyle that receive runoff from a significant portion of the city; 4) funding to conduct an illicit discharge survey and install filters on storm drain inlets in the City of Lockhart; 5) street sweeping programs in the cities of Buda, Kyle and Lockhart; and, 6) resources directed by cities to manage waterfowl populations in city parks and other locations. The grant awarded to the City of Kyle, "*Plum Creek Watershed Protection Plan Pilot Implementation-City of Kyle*," will be completed in August 2011. The grant with the City of Lockhart, will be completed in August 2012.

Measures that have been implemented or are in the process of being implemented that focus on control of agricultural nonpoint source pollution include: 1) an SWCD Technician located in the watershed that provides technical assistance to agricultural producers for the development and implementation of Water Quality Management Plans (WQMPs) that focus on reducing bacteria loading from livestock operations in targeted areas across the watershed; 2) financial incentives to agricultural producers for implementing best management practices prescribed in the WQMPs which will achieve bacteria load reductions; and, 3) allocation of the Environmental Quality Incentives Program by the USDA-Natural Resources Conservation Service (NRCS).

Management measures to reduce impacts from invasive species that have been implemented in the watershed include: 1) hiring of an Extension Assistant to conduct one-on-one and group landowner outreach on feral hog management techniques; 2) aerial control of feral hogs in the watershed; and, 3) an on-line feral hog activity reporting system to support identification of target areas for implementation of control activities. Funding for the development and implementation of WQMPs as well as feral hog management education have been provided through TSSWCB project 08-07, *Implementing Agricultural Nonpoint Source Components of the Plum Creek Watershed Protection Plan*.

Additionally, measures that focus on pollution impacts from wastewater that have been implemented include: 1) voluntary bacteria and nutrient monitoring of effluent by several wastewater treatment facilities in the watershed; 2) replacement of old and degraded sewer pipes and other components of the wastewater collection systems in the Cities of Kyle, Lockhart, Luling and Buda; and, 3) a proposal for Texas Water Development Board funding to connect homes on failing or inadequate septic systems located in the watershed to sewer service.

Water quality monitoring is being conducted by GBRA at three sites on Plum Creek through resources dedicated by TCEQ through the Clean Rivers Program. Through TSSWCB project 10-07, *Surface Water Quality Monitoring and Additional Data Collection Activities to Support the Implementation of the Plum Creek Watershed Protection Plan*,

GBRA is conducting intensive targeted monitoring on tributaries, springs, wastewater effluent, urban stormwater runoff, and other mainstem instream sites.

Education and outreach programs, in addition to being measures used to engage stakeholders and support the development of the WPP, have been identified by the WPP as critical to the successful implementation and effectiveness of management measures for the reduction of nonpoint pollution. Activities that have been conducted include 1) community and stream clean ups; and 2) training events that include Texas Watershed Steward Program, Nonpoint Education for Municipal Officials, Sports and Athletic Field Education, on-site sewage system operation and maintenance, and feral hog workshops. TCEQ funded the development of on-line educational modules for information transfer to owners of septic systems, city employees and homeowners, covering operation and maintenance of on-site sewage systems, best practices for urban stormwater management at city facilities, and correct disposal of fats, oils and greases, respectively. TSSWCB provided funds through project 10-07 for GBRA to install three educational kiosks in the cities of Kyle, Lockhart and Luling. The kiosks will provide a link to the project webpage, links to the on-line educational modules mentioned above as well as continuous real-time water quality data being collected on Plum Creek by GBRA.

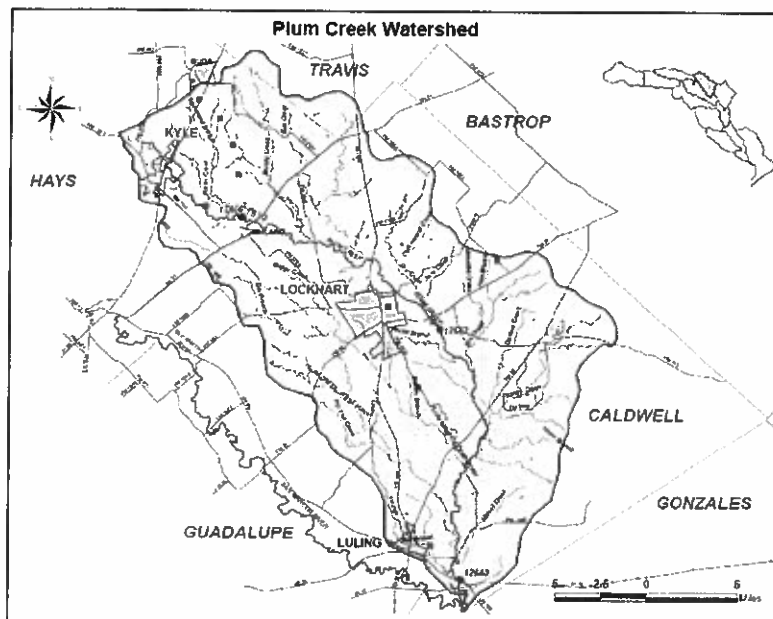
Early, local involvement in the development of the WPP was crucial for the successful implementation of the plan. Now that the plan is completed, maintaining a connection with stakeholders and expanding participation will increase the likelihood of success and water quality improvement. To support the different aspects of WPP implementation, obtaining funding, conducting public outreach and increasing participation is still needed.

Extension has served as the watershed coordinator through the development and implementation of the WPP and currently facilitates the PCWP. Extension has secured funding for implementation measures through grants, has tracked the progress of implementation, and has evaluated and reported water quality trends resulting in the implementation of management measures. As funding for Extension ends, it is the desire of the PCWP to continue progress on implementing the Plum Creek WPP by locally establishing a watershed coordinator.

Project Narrative

General Project Description (Include Project Location Map)

Through a local presence in watershed, the watershed coordinator will serve as the primary conduit for interaction with landowners, citizens, and entities to facilitate the implementation of the WPP. The watershed coordinator will coordinate meetings with the PCWP Steering Committee and Work Groups to update them, seek their input and recommendations on needed activities, and continue to support and facilitate implementation efforts of the plan. The watershed coordinator



will continue to assist the cities, counties, local boards and businesses to identify management measures to improve water quality and acquire resources to enable WPP implementation. The watershed coordinator will work with state and federal agencies, as appropriate, to bring technical and financial assistance to the watershed.

As part of an adaptive management approach embraced by stakeholders, the watershed coordinator will continue to evaluate progress toward achieving milestones established in the WPP, assess water quality data in relation to achieving load reductions, and publish a biennial addendum to the Plum Creek WPP that describes updates to goals and milestones and successes.

Coordination of outreach and education efforts by the watershed coordinator will

facilitate and support public participation by private individuals and local officials in the implementation of the Plum Creek WPP. The watershed coordinator will develop publications, such as a semi-annual newsletter, factsheets, website content, to promote and communicate watershed pollution prevention efforts. Additionally, the watershed coordinator will coordinate and conduct water resources and educational outreach education efforts across the watershed, organizing the following training programs, Lone Star Healthy Streams (feral hog component); conventional OSSF maintenance workshop for homeowners; aerobic system operation and maintenance workshops for homeowners; and a Nonpoint Education for Municipal Officials workshop.

Tasks, Objectives and Schedules					
Task 1	Project Administration				
Costs	Federal	\$40,320	Non-Federal	\$26,880	Total \$67,200
Objective	To effectively administer, coordinate and monitor all work performed under this project including technical and financial supervision and preparation of status reports.				
Subtask 1.1	GBRA will prepare electronic quarterly progress reports (QPRs) for submission to the TSSWCB. QPRs shall document all activities performed within a quarter and shall be submitted by the 15 th of January, April, July and October. QPRs shall be distributed to all Project Partners and posted on the website.				
	Start Date	Month 1	Completion Date	Month 36	
Subtask 1.2	GBRA will perform accounting functions for project funds and will submit appropriate Reimbursement Forms to TSSWCB at least quarterly.				
	Start Date	Month 1	Completion Date	Month 36	
Subtask 1.3	GBRA will host coordination meetings or conference calls, at least quarterly, with Project Partners to discuss project activities, project schedule, communication needs, deliverables, and other requirements. GBRA will develop lists of action items needed following each project coordination meeting and distribute to project personnel.				
	Start Date	Month 1	Completion Date	Month 36	
Subtask 1.4	GBRA will develop a final report.				
	Start Date	Month 1	Completion Date	Month 36	
Deliverables	<ul style="list-style-type: none">Quarterly progress reports in electronic formatReimbursement Forms and necessary documentation in hard copy formatLists of action items from project coordination meetingsFinal Report (electronic copy and 3 hard copies)				

Tasks, Objectives and Schedules						
Task 2	Support and Facilitation of WPP Implementation					
Costs	Federal	\$82,740	Non-Federal	\$55,160	Total	\$137,900
Objective	Facilitate continued stakeholder involvement in the PCWP to ensure successful implementation of the Plum Creek WPP and track implementation.					
Subtask 2.1	GBRA, in coordination with the PCWP, will hire a Plum Creek Watershed Coordinator (WC) to engage and facilitate the PCWP and entities identified in the Plum Creek WPP. The WC will serve as the primary conduit for interaction with landowners, citizens, and entities to facilitate the implementation of the WPP. The WC shall successfully complete (or have already completed) the Texas Watershed Planning Short Course. The WC shall participate in Texas Watershed Coordinator Roundtables and the TSSWCB Southeast and South Central Texas Regional Watershed Coordination Steering Committee meetings. The WC shall be stationed in the Plum Creek watershed.					
	Start Date	Month 1	Completion Date	Month 3		
Subtask 2.2	The WC will assist governmental and non-governmental organizations in the Plum Creek watershed, in identification and acquisition of resources (financial and technical) to enable WPP implementation. The WC will actively seek and pursue funding opportunities and work with partners to develop grant proposals. The WC will work with state and federal agencies, as appropriate, to bring technical and financial resources to the watershed.					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 2.3	The WC will 1) evaluate and track progress toward achieving milestones established in the WPP; 2) assess water quality data collected through the Clean Rivers Program, TSSWCB project 10-07, and other data collection efforts in relation to achieving load reductions; and, 3) publish, print, and distribute to stakeholders a biennial addendum to the Plum Creek WPP that describes modifications/updates to goals and milestones, documents success in achieving goals and milestones, and success in achieving water quality improvement and load reductions (publishing targets in spring 2012 and spring 2014). The WC will work with TSSWCB and TCEQ to periodically provide information to EPA to support the <i>Rationale for Reclassifying Plum Creek (Segment 1810) from Category 5 to Category 4b on the 2010 Texas Integrated Report</i> and as modified in subsequent Integrated Reports.					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 2.4	GBRA will facilitate public participation and stakeholder involvement in the watershed planning process, specifically by hosting meetings of the PCWP Steering Committee (quarterly) and Work Groups (as needed) to provide regular updates on progress to implement the WPP and seek input and recommendations on needed activities. GBRA will coordinate meetings, secure meeting locations, prepare and disseminate meeting notices and agendas. Meeting summaries will be prepared and posted to the project website.					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 2.5	GBRA will maintain a database of watershed stakeholders and affected parties for use in engaging the public in the watershed planning process. The stakeholder group will be added to based upon previous efforts of Extension in TSSWCB projects 04-17 and 08-07.					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 2.6	GBRA will attend and participate in other public meetings as appropriate in order to communicate project goals, activities and accomplishments to affected parties. Such meetings may include, but are not limited to, city councils, county commissioners' courts, Clean Rivers Program Basin Steering Committee and Coordinated Monitoring, local soil and water conservation districts (SWCDs), groundwater conservation districts and other appropriate meetings of critical watershed stakeholder groups.					
	Start Date	Month 1	Completion Date	Month 36		
Deliverables	<ul style="list-style-type: none">• Notices, agendas, meeting materials, attendance lists, and summaries from PCWP meetings• Documentation of resource opportunities identified, applied for and resources obtained to support plan implementation• Biennial Addendum to WPP• Stakeholder contact list, updated as needed					

Tasks, Objectives and Schedules						
Task 3	Outreach, Education and Community Support					
Costs	Federal	\$92,940	Non-Federal	\$61,960	Total	\$154,900
Objective	To promote involvement, provide information transfer and encourage participation in the Plum Creek Watershed Partnership					
Subtask 3.1	<p>The WC will coordinate and conduct water resources and related environmental outreach/education efforts across the watershed, as identified in the Plum Creek WPP. GBRA will work with collaborating entities to organize the following training programs:</p> <ul style="list-style-type: none">• Lone Star Healthy Streams (feral hog component) – 3 events• Conventional OSSF maintenance workshop for homeowners – 1 event• Aerobic system operation and maintenance workshops for homeowners – 2 events• Nonpoint Education for Municipal Officials workshop – 1 event <p>The WC will look into the feasibility of conducting the following water resources and related environmental outreach/education events: Local community clean-ups, Texas Watershed Steward Program, Sports and Athletic Field Education, Riparian Management workshops, rainwater harvesting workshops, Texas Well Owner Network trainings, well screening events, Texas Stream Team volunteer monitoring trainings, and Lone Star Healthy Stream (grazing cattle component).</p> <p>The WC will make presentations on the PCWP, WPP and general nonpoint source pollution information to local schools and community organizations.</p> <p>The WC will work with Extension (County Agents) to coordinate annual soil testing campaigns targeting fertilizer users (agricultural and urban) in Hays and Caldwell Counties.</p> <p>GBRA will support, promote, and participate in, as appropriate, any field days, demonstrations, site tours, or education events sponsored by Extension, NRCS, and/or SWCDs for the Plum Creek watershed.</p>					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 3.2	<p>GBRA will contract with TAMU Spatial Sciences Laboratory to continue to host and maintain the PCWP website (http://plumcreek.tamu.edu) to serve as a public clearinghouse for all project- and watershed-related information. All presentations, documents and results will be posted to this website. The website will serve as a means to disseminate information to stakeholders and the general public.</p>					
	Start Date	Month 1	Completion Date	Month 36		
Subtask 3.3	<p>GBRA will facilitate communication with stakeholders in order to engage the public and affected entities in the watershed planning process. GBRA will utilize all appropriate communication mechanisms including direct mail, e-mail, the project website, and mass media (print, radio, television). GBRA will develop and disseminate general project informational materials, including, but not limited to, flyers, brochures, letters, factsheets, news releases, and other appropriate promotional publications. GBRA will include information about the project in GBRA newsletters (e.g., <i>River Run</i>) and Clean Rivers Program publications. GBRA will develop and utilize a listserv (e.g., http://listserv.tamu.edu/) to facilitate direct discussion between stakeholders. GBRA will make appropriate use of social media (i.e., Facebook, Twitter) as a stakeholder communication mechanism for this watershed. GBRA will develop, publish, and distribute 6 semi-annual newsletters (i.e., <i>Plum Creek Current</i>) that highlight Plum Creek watershed activities; the newsletter shall be distributed as most appropriate to individual landowners and entities in the watershed. GBRA will solicit content matter for educational materials from Project Partners as appropriate. TSSWCB must approve all project-related content in any informational materials and promotional publications prior to distribution.</p>					
	Start Date	Month 1	Completion Date	Month 36		

Tasks, Objectives and Schedules	
Task 3	Outreach, Education and Community Support
Deliverables	<ul style="list-style-type: none">• Documentation of workshops including handouts, agendas and attendance rosters• Project website• Educational and promotional materials, as developed and disseminated• 6 semi-annual newsletters

Project Goals (Expand from Summary Page)

- Facilitate and continue implementation of the Plum Creek WPP and foster coordinated assistance activities between the Cities, Counties, GBRA, PCCD, TSSWCB, local SWCDs, NRCS, and members of the PCWP by providing a local presence in the Plum Creek Watershed.
- Conduct PCWP Steering Committee meetings and Work Group meetings to provide updates on progress, seek stakeholder input and recommendations on needed activities, and encourage citizen participation.
- Support and facilitate the PCWP in identifying management measures to improve water quality, developing proposals to acquire funding for implementation of management measures, managing and tracking implementation projects as well as facilitating education programs in order to encourage adoption of BMPs.
- Work with state and federal agencies, as appropriate, to bring technical and financial resources to the Plum Creek watershed.
- Track and document implementation efforts to assess progress toward achieving milestones established in the WPP.
- Coordinate and conduct water resources and related environmental outreach/education efforts across the watershed, by developing publications, website content to promote and communicate watershed efforts, organizing training programs, and by participation in local community clean up events.

Measures of Success (Expand from Summary Page)

- Provide technical assistance to the PCWP through identification and acquisition of resources, seek and pursue funding opportunities, and develop grant proposals
- Evaluate progress toward achieving milestones in the WPP and publish an addendum to the Plum Creek WPP that describes modifications/updates to goals and milestones, documents success in achieving goals and milestones and success in achieving water quality improvement and load reductions
- Reduction in potential bacterial contamination and nutrient loading for streams from agricultural and urban nonpoint source pollution
- Increased knowledge of citizens, landowners and agricultural producers of management measures identified in WPP through outreach and educational efforts including training programs

2005 Texas Nonpoint Source Management Program Reference (Expand from Summary Page)	
Goals and/or Milestone(s)	
Element One – Explicit Short- and Long-term goals, objectives, and strategies that protect surface and groundwater.	
Long-Term Goal Two – Support the implementation of state, regional, and local programs to prevent reduce NPS pollution through assessment, implementation and education. , such as the implementation of strategies defined in state-approved TMDL Implementation Plans and Watershed Protection Plans.	
Long-Term Goal Three – Support the implementation of state, regional, and local programs to reduce NPS pollution, such as the implementation of strategies defined in... WPPs.	
Long-Term Goal Five – Develop partnerships, relationships... to facilitate collective, cooperative approaches to manage NPS pollution.	
Long-Term Goal Six – Increase overall public awareness of NPS issues and prevention activities.	
Short-Term Goal Two – Implementation – Objective D – Implement... WPPs developed to restore and maintain water quality in water bodies identified as impacted by non-point source pollution.	
Short-Term Goal Three – Education – Objective B – Administer programs to educate citizens about water quality and their potential role in causing NPS pollution.	
Short-Term Goal Three – Education – Objective D – Conduct outreach...to facilitate broader participation and partnerships. Enable stakeholders and the public to participate in decision-making and provide a more complete understanding of water quality issues and how they relate to each citizen.	
Short-Term Goal Three – Education – Objective F – Implement public outreach and education to maintain and restore water quality in water bodies by NPS pollution.	
Element Two – Working partnerships and linkages to appropriate state, interstate, tribal, regional, and local entities, private sector groups, and Federal agencies.	

Part III – Financial Information

Budget Summary			
Federal	\$	216,000	% of total project 60%
Non-Federal	\$	144,000	% of total project (≥ 40%) 40%
Total	\$	360,000	Total 100%
Category	Federal		Non-Federal
Personnel	\$	84,283	\$ 56,189
Fringe Benefits	\$	31,943	\$ 21,295
Travel	\$	14,400	\$ 9,600
Equipment	\$	5,400	\$ 3,600
Supplies	\$	3,629	\$ 2,420
Contractual	\$	0	\$ 0
Construction	\$	0	\$ 0
Other	\$	55,089	\$ 36,725
Total Direct Costs	\$	194,744	\$ 129,829
Indirect Costs (≤ 15%)	\$	21,256	\$ 14,171
Total Project Costs	\$	216,000	\$ 144,000

The TSSWCB CWA §319(h) NPS Grant Program has a 60/40% match requirement. The cooperating entity will be reimbursed 60% from federal funds and must contribute a minimum of 40% of the total costs to conduct the project. The 40% match must be from non-federal sources and should be described in the budget justification. Reimbursable indirect costs are limited to no more than 15% of total federal direct costs. The project budget generally covers a three year period.

Budget Justification (Federal)		
Category	Total Amount	Justification
Personnel	\$ 84,283	Salary for watershed coordinator for three years @ 0.60 FTE
Fringe Benefits	\$ 31,943	Benefits for watershed coordinator for three years at 37.9% of personnel category
Travel	\$ 14,400	Mileage at federal rate (\$0.51 per mile)
Equipment	\$ 5,400	Computer, printer, office furniture, cell phone, camera
Supplies	\$ 3,629	Office supplies for watershed coordinator for three years
Contractual	\$ 0	
Construction	\$ 0	
Other	\$ 55,089	Internet service, website maintenance, cellular service, postage, publication costs, costs of training workshops (three feral hog workshops, one conventional OSSF workshop for homeowners, two aerobic system operation and maintenance workshops for homeowners, and one Nonpoint Education for Municipal Officials workshop)
Indirect	\$ 21,256	25.22% of personnel category

Budget Justification (Non-Federal)		
Category	Total Amount	Justification
Personnel	\$ 56,189	Salary for watershed coordinator for three years @ 0.40 FTE
Fringe Benefits	\$ 21,295	Benefits for watershed coordinator for three years at 37.9% of personnel category
Travel	\$ 9,600	Mileage at federal rate (\$0.51 per mile)
Equipment	\$ 3,600	Computer, printer, office furniture, cell phone, camera
Supplies	\$ 2,420	Office supplies for watershed coordinator for three years
Contractual	\$ 0	
Construction	\$ 0	
Other	\$ 36,725	Office rental, internet service, website maintenance, cellular service, postage, publication costs, costs of training workshops (three feral hog workshops, one conventional OSSF workshop for homeowners, two aerobic system operation and maintenance workshops for homeowners, and one Nonpoint Education for Municipal Officials workshop)
Indirect	\$ 14,171	25.22% of personnel category

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to amend the fee schedule for Food Establishments and adopt a fee for annual contract renewal for advanced OSSF's within Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

The Development Services Department is responsible for protecting the public health and welfare of Hays County residents through the various programs. These programs include the regulation of on-site sewage facilities, floodplain regulation, foster/day/childcare, water quality, and food establishment permitting. The county charges review and permit fees for these services. However, many of them have not been updated in over 15 years. Specifically, development services staff would like to amend the fees for food establishments in Hays County. The current schedule has been in place since 1993 without significant revision. Costs are currently 1/3 what is charged in the City of San Marcos for similar inspections, review, and permitting.

In addition to food establishment fees, the department would like to adopt an annual fee for contract renewal of advanced on-site sewage facilities in Hays County. Current regulations require all advanced OSSF's to be maintained by a licensed provider. This requirement is followed through by two members of the staff that manage the database and keep record of compliance with maintenance rules. A nominal fee for each system would fund that program and ensure adequate technology and equipment is available so we remain as efficient as possible.

PERMIT/REVIEW FEE	CURRENT FEE	NEW FEE
Food Establishment 1-5 Employees	\$50.00	\$100.00
Food Establishment 6-19 Employees	\$100.00	\$200.00
Food Establishment 20+ Employees	\$150.00	\$300.00
Food Establishment Plan Review Fee	None Currently	½ of Permit Fee
Food Establishment Re-Inspection Fee	None Currently	\$50.00
OSSF Contract Renewal Fee	None Currently	\$20.00

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute an agreement between the Texas Health and Human Services Commission – Office of Inspector General, the Hays County Criminal District Attorney and Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: TIBBE

SPONSORED BY: COBB

SUMMARY:

The Office of Inspector General (OIG) investigates allegations of fraud, waste and abuse in human services programs such as Food Stamps, Medicaid and TANF. This contract allows the OIG, should they discover criminal conduct, to refer their findings to the Hays County Criminal District Attorney's Office for prosecution and to compensate the DA's office if charges are filed and a plea or verdict is the outcome.

**Texas Health and Human Services Commission
Vendor Information Form (VIF)**

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)

SECTION 1: Contractor's General Information

Legal Contractor's Name:			
Legal Doing Business As (DBA) Name:			
Physical Address:			
Remit To (Payment) Address:			
Enter one of the following:	<input type="checkbox"/> Texas Identification Number (TIN): <input type="checkbox"/> Federal Employer Identification Number (FEIN): <input type="checkbox"/> Social Security Number (SSN):		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Governmental Entity (must specify): <input type="checkbox"/> Other (must specify):		
	* If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name:	TIN or SSN:	
	Partner Name:	TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract	Point of Contact for Contract
Name:	Name:
Title:	Title:
Mailing Address:	Mailing Address:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number

SECTION 4: Administrative Services Development (ASD) Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number:

**Health & Human Services Commission
Office of Inspector General
Agreement with Local Prosecuting Authority**

Name:	Hays County District Attorney	Contract Number:	529-11-0064-
County:	Hays		

GENERAL CONDITIONS:

- Parties.** The Texas Health and Human Services Commission - Office of Inspector General ("HHSC-OIG"), and Hays County District Attorney, ("the Local Prosecuting Authority"), and Hays County ("the County"), hereinafter referred to as "the parties", do hereby make and enter into this agreement ("Agreement"). This Agreement constitutes the entire agreement between the parties. The parties agree that, for the purposes of this Agreement, all references to "Health and Human Services Commission" or "HHSC" mean the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee. All references to "Health and Human Services Commission - Office of Inspector General," "HHSC-OIG," or "OIG" mean the Office within HHSC as established in section 531.008(c) and described in 531.101, *et seq*, Texas Government Code.
- Authority to enter Agreement.** This Agreement is entered into as authorized under Texas Government Code § 531.039 and Texas Government Code § 41.004. HHSC-OIG is acting pursuant to a duly authorized delegation of contracting authority.
- Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed in writing, venue for suit against HHSC-OIG will be in state District Court, Travis County, Texas.
- Term.** The term of this Agreement becomes effective upon signatures of both parties, and continues until and unless revoked by the parties.
- Purpose.** The purpose of the Local Prosecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.004(b) in the course of the referral of cases from HHSC-OIG to the Local Prosecuting Authority.

CONTRACTED COMPONENTS OF SERVICES:

6. HHSC-OIG Responsibilities.

- OIG shall investigate allegations of fraud, waste, and abuse in the following programs: Temporary Assistance to Needy Families (TANF), Food Stamps (FS), Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women, Infants, and Children (WIC), and Children's Health Insurance Program (CHIP).
- If OIG discovers criminal conduct may have been committed, OIG shall complete and submit written reports and relevant evidence to the Local Prosecuting Authority to facilitate its prosecutorial decision.
- OIG shall provide the necessary records and staff as resources to the Local Prosecuting Authority at such time cases are prosecuted.
- As provided for in 1 TAC 357.661, HHSC shall pay the County and the Local Prosecuting Attorney in which the Local Prosecuting Authority has jurisdiction, the following amounts in accordance with this Agreement:
 - \$280 for each case in which a Defendant is sentenced following an uncontested plea in a court of appropriate jurisdiction.

- 2) \$678 for each case in which a verdict is rendered in favor or against a Defendant in a contested trial before a court of competent jurisdiction.

7. Local Prosecuting Authority Responsibilities.

- A) The Local Prosecuting Authority shall review and evaluate cases referred by OIG for appropriate judicial action.
- B) The Local Prosecuting Authority shall prepare complaints, information or indictments in cases it accepts for prosecution.
- C) If community supervision is to be granted in a case, the Local Prosecuting Authority shall (to the extent it finds them to be appropriate in its sole legal and policy judgment) recommend the following actions be taken in addition to any other conditions of community supervision:
 - 1) The individual be disqualified from participation in the TANF, and SNAP program as provided in Section 6(b) of the Federal Food Stamp Act of 1977 and from participation in the WIC program as provided in Title 7 Code of Federal Regulations 246.9 and 246.12(u).
 - 2) The individual be ordered to make restitution to the Texas Health and Human Services Commission, Office of the Inspector General for the amount of benefits unlawfully obtained.
 - 3) Take appropriate action against individuals who fail to comply with court ordered restitution upon notification from the Department.
- D) The Local Prosecuting Authority shall make available at reasonable times and for reasonable periods, books, records, and supporting documents kept current by the Local Prosecuting Authority pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by HHSC-OIG, its representatives, the U.S. Department of Agriculture, or the U.S. Department of Health and Human Services.

8. Performance Measures. The Parties shall use their best efforts to perform the responsibilities of this Agreement and the Parties agree:

- A) Referrals of cases from OIG to the Local Prosecuting Authority shall be made as soon as practical after any investigation is completed.
- B) The Local Prosecuting Authority shall utilize its own independent legal judgment in the manner which it conducts any criminal proceedings involving Defendants.

FINANCIAL REQUIREMENTS:

9. Conditions of Payment. All payments shall be made to the County and Local Prosecuting Authority after deducting any known previous overpayment made by HHSC-OIG. HHSC-OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations and this agreement.

- A) The rates listed in paragraph 6(D) above are set by the Code of Federal Regulations and shall be in effect until amended or modified by Congress, in which event HHSC shall notify the County and the Local Prosecuting Authority of such rates and the County and the Local Prosecuting Authority shall have thirty days to agree to the new rates or to terminate this Agreement.
- B) Local Prosecuting Authority represents that it has sufficient resources to enable the Local Prosecuting Authority to carry out the terms of this Agreement.
- C) The Local Prosecuting Authority shall recover only once for the services delivered under this Agreement. The Local Prosecuting Authority shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
- D) HHSC-OIG shall pay the County and the Local Prosecuting Authority the service unit rate as indicated herein.

10. Billing Process.

- A) The Local Prosecuting Authority shall submit a Health and Human Services Commission State of Texas Purchase Voucher for payment. The Local Prosecuting Authority shall contact the local HHSC-OIG Case

Investigator for instructions on how to prepare and where to mail the voucher.

- B) HHSC-OIG reserves the right to review any/all services for compliance with performance measures and adherence to agreed billing rates. OIG staff will make a determination on the sufficiency of the services. Upon final approval, OIG will authorize payment and process all necessary warrant requests.

11. Accounting Records.

- A) The Local Prosecuting Authority shall adhere to Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Advisory Board and follow Department fiscal management policies and procedures in maintaining financial records. (<http://www.fasab.gov/accepted.html>).

12. Notifications.

The Local Prosecuting Authority shall:

- A) Maintain at all times at least one active electronic mail (email) address for the receipt of agreement-related communications from HHSC-OIG. It is the Local Prosecuting Authority's responsibility to monitor this email address for Agreement-related information.
- B) Maintain current licensure in good standing with the State Bar of Texas and maintain all necessary license requirements.
- C) Notify HHSC-OIG within ten (10) days of receiving notice of any change in the status of a professional license or board certification, and/or of a complaint that has been filed against his/her license, and/or that an investigation of his/her license or board certification has been initiated.
- D) Notify the HHSC Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section shall be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

13. Agreement Contingencies.

- A) The undersigned Parties certify that: the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the HHSC-OIG; the proposed arrangements serve the interest of efficient and economical administration of state government; the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder; and, the selection and award of this contract was made on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.
- B) **Limits on Compensation.** This Agreement is **expressly conditioned** on the availability of appropriated funds. All compensation hereunder is contingent upon that availability.
- C) This Agreement is at all times contingent upon the availability and receipt by the Texas Legislature of appropriate funds; Enactment of superseding law or adoption of a superseding rule or policy; and, if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced by the HHSC-OIG in its sole determination. HHSC-OIG shall notify the Local Prosecuting Authority when it knows that funds for this Agreement will be reduced or eliminated. The Local Prosecuting Authority may terminate the Agreement based upon such notification. If the Local Prosecuting Authority terminates this Agreement based on HHSC-OIG's notice to reduce or eliminate funding, the Local Prosecuting Authority shall notify HHSC-OIG in writing of its intent to terminate the Agreement within fifteen (15) calendar days of receipt of HHSC-OIG's notification. The notice shall contain the actual date of termination and the Local Prosecuting Authority's date of termination shall not be less than ten (10) calendar days from HHSC-OIG's receipt of such notice and it shall not exceed ninety (90) calendar days from the date HHSC-OIG receives such notice.

- D) The Local Prosecuting Authority agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Health Insurance Portability and Accountability Act of 1996;
- (7) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*);
- (8) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement; and
- (9) Discovery of a disqualifying debt (state franchise tax, child support, or debt to HHSC or the State of Texas).

14. Agreement Changes, Amendments and Renewals.

- A) **Changes and Amendments.** No change, modification, or amendment to the agreement will be effective until approved in writing by the Parties. This agreement together with any approved amendment(s) to this agreement shall be the controlling instrument in case of any dispute relating to the wording of any portion of the agreement or amendment. In the event of any conflict or contradiction between or among the agreement terms and attachments, the documents shall control in the following order of precedence: (1) The final executed Agreement and all amendments thereto; (2) The Agreement Exhibits or Attachments, and all amendments thereto.
- B) **Unilateral Amendments.**
- i. HHSC-OIG reserves the right to make unilateral amendments to this agreement when necessary to:
 - a. Incorporate new or revised Federal, State, or Department laws, regulations, rules, or policies;
 - b. Update service level descriptions or unit rates; or
 - c. Comply with a court order or judgment.
 - ii. The unilateral amendment shall be effective upon the Local Prosecuting Authority's receipt of a copy of the amendment signed by HHSC-OIG.

15. Provisions for Termination of Agreement and Dispute Resolution.

- A) If the Local Prosecuting Authority fails to provide services according to the terms and conditions of this agreement, HHSC-OIG may, upon written notice of default to the Local Prosecuting Authority, terminate all or any part of the agreement. Termination is cumulative of any other rights and remedies provided by law, agency regulations, or under this agreement excluding pending claims for work performed prior to the termination date.
- B) This agreement may be terminated at any time by mutual written consent. In addition, any party may terminate this agreement by giving thirty (30) calendar days written notice to the other parties. This agreement shall be terminated at the end of the thirty (30) calendar day notice period. Nothing in this subsection shall be construed to prohibit immediate termination of the agreement pursuant to subsection A of this section, above.
- C) At the end of the agreement term or other agreement termination, the Local Prosecuting Authority shall in good faith and in reasonable cooperation with HHSC-OIG, aid in the transition to any new arrangement or provider of services, including the orderly transition of case files/reviews and all other documentation prepared by the Local Prosecuting Authority. The respective accrued interests or obligations incurred to date of termination must be settled equitably.
- D) **Dispute Resolution.**
- i. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by HHSC-OIG and the parties to attempt to resolve any claim for breach of agreement.
 - ii. A Local Prosecuting Authority's claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code §§ 2260.051-2260.056. To initiate the process, the Local Prosecuting Authority shall submit timely written notice to the agreement liaison described in Paragraph 9, *supra*, with a copy to the

- HHSC Executive Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, Government Code, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC-OIG and the Local Prosecuting Authority otherwise entitled to notice under this agreement.
- iii. Compliance by the Local Prosecuting Authority with subchapter B is a jurisdictional condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Local Prosecuting Authority's sole and exclusive process for seeking a remedy for any and all alleged breaches of agreement by HHSC-OIG if the parties are unable to resolve their disputes through negotiation or mediation.
 - iv. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by HHSC-OIG nor any other conduct of any representative of HHSC or HHSC-OIG relating to the agreement shall be considered a waiver of sovereign immunity to suit.
 - v. The submission, processing and resolution of the Local Prosecuting Authority's claim is governed by the administrative rules adopted by HHSC pursuant to Chapter 2260, Government Code, as currently effective, hereafter enacted or subsequently amended. The parties shall use the specific procedures set forth in 1 Texas Administrative Code Chapters and 394.
 - vi. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Local Prosecuting Authority, in whole or in part.
- 16. Use of Information.** The Local Prosecuting Authority, pursuant to its responsibilities under this Agreement, may use or disclose information referred by HHSC-OIG in compliance with applicable statutes, rules and regulations governing the use and disclosure of information relating to cases handled under this Agreement. Such use or disclosure shall be by Local Prosecuting Authority personnel who are personally and directly engaged in, and only to the extent necessary for judicial or administrative proceeding participation or preparation, any investigation which may result in such proceeding or any grand jury proceeding, unless expressly authorized in writing in advance by HHSC-OIG.
- A) It is expressly understood and agreed that no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.
 - B) This Agreement is not intended, nor shall it be construed, to confer any benefits, rights, or remedies upon any person or entity not a party hereto.
- 17. Cooperation with HHSC and state administrative agencies.** The Local Prosecuting Authority agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC or OIG. To the extent permitted by OIG's financial and personnel resources, OIG agrees to reasonably cooperate with Local Prosecuting Authority.

**Texas Department of Health and Human
Services Commission:**

Local Prosecuting Authority:

Please
Sign Here

Signature

Douglas Wilson

Printed Name:

Inspector General

Printed Title:

Date:

Signature

Sherri Tibbe

Printed Name:

District Attorney

Printed Title

Date:

Approved:

BY _____

_____ County Judge

_____ County, Texas

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to approve an increase to the Not-to-Exceed fee on the Huitt-Zollars' Professional Services Agreement for necessary additional services on the CR 266 (Old Bastrop Hwy) project.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$50,395.00, which is within the total budget cost

LINE ITEM NUMBER OF FUNDS REQUIRED: Bond Funds

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: CR 266 is part of our 2008 Priority Road Bond Program.

The project is currently at 60+% design phase and the Engineer's Estimate for Project Cost is currently 17% below the budgeted total cost for the project.

Surveying is complete, right of way documents are nearing completion, and the Environmental Process is approximately 75% complete.

We have held two public meetings and received lots of comments. Due to some of the comments, we have asked our engineers to take additional time and make revisions/modifications to some areas to better address concerns from property owners.

This increase in fee is to cover the cost of additional engineering services, which is outlined on an attachment provided.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible action to approve an increase to the Not-to-Exceed fee on the Huitt-Zollars' Professional Services Agreement for necessary additional services on the CR 266 (Old Bastrop Hwy) project.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$50,395.00, which is within the total budget cost

LINE ITEM NUMBER: 025-801-96-507.5621

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: _____

AMENDMENT TO AN AGREEMENT AUTHORIZATION FOR ADDITIONAL SERVICES

Date:

Client: Hays County, Texas

Project: CR266 Realignment and Widening

HZ Job No. 18-0060-01

Services Requested By:

Client hereby authorizes Huitt-Zollars, Inc. to perform the following Additional Services as described below:

It is understood and agreed that this authorization is an Amendment to the original Agreement between Client and Huitt-Zollars, Inc. dated October 13, 2009 and incorporates by reference the terms and conditions of said Agreement.

Scope for Additional Services:

Huitt-Zollars shall:

- Extend the limits of the project and design a left turn lane on CR266 at Francis Harris Lane.
- Extend the ROW survey beyond the limit of Francis Harris Lane and create new metes and bounds, survey field notes and sketches for a right-of-way parcel on the southwest corner of CR 266 and Francis Harris to construct a left turn lane.
- Move and redesign the horizontal alignment, profile, grading cross sections and modify the existing plan sheets from Francis Harris Lane to Posey Road to avoid conflicting with the historical Old San Antonio Road Trace.
- Revise previously completed metes and bounds, survey field notes and sketches of limits of right-of-way takes and modify existing plan sheets from Francis Harris Lane to Posey Road to avoid conflicting with the historical Old San Antonio Road Trace.
- Redesign the horizontal alignment on CR 266 to avoid the Resident property and the Rexroat pond.
- Redesign the horizontal alignment, profile, grading cross sections and modify the existing plan sheets between two Resident properties due to the removal of a horizontal curve.
- Revise previously completed and delivered metes and bounds, survey field notes and sketches for six properties affected by the elimination of the horizontal curve.
- Survey and re-set the parcel property corners per the changed alignments noted above.
- Redesign the intersection at CR 266 and Centerpoint Drive to avoid adjacent properties.
- Conduct meetings with the San Pedro Cemetery Board.
- Prepare the metes and bounds, survey field notes and sketches for two tracts at the San Pedro Cemetery and provide property corner staking for these tracts.
- Provide additional field work, data analysis, and report drafting needed at Drainage Culvert #6 due to alignment changes.
- Revise the Preliminary Jurisdictional Determination (PJD) field maps for the Army Corps of Engineers 404 Permit for the south end of project area from Posey Road to Francis Harris Lane.
- Obtain additional right of entry letters to replace expired documents.
- Survey additional utility paint marks, surface features and designated utilities behind fences on private property due to alignment changes.
- Revise the Phase I ESA, Endangered Species Habitat Assessment, and PJD report maps and area calculations.
- Provide Environmental Lien Research.
- Revise completed deliverables of plan sheets
- Provide additional Quality Control and Quality Assurance Reviews of revised deliverables

Compensation for Additional Services shall be:

_____ Additional services will be completed on an hourly basis not to exceed amount of

\$ 50,395.00 See original Agreement for hourly rate schedule.

Schedule for Additional Services:

Huitt-Zollars shall complete the scope for Additional Services within One Hundred Twenty (120) calendar days from execution of this Amendment.

The parties have caused this Amendment to be executed as of the dates written below.

Huitt-Zollars, Inc.

Client

By: _____

By: _____

Print Name: Gregory R. Wine, PE, LEED AP

Print Name: _____

Title: Sr. Vice President, Huitt-Zollars Inc.

Title: _____

Date: _____

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to amend the Bulletproof Vest Grant budget and department budgets to allow for the purchase of 2 protective vests for Development Services, 2 vests for the Fire Marshal, and one vest for Constable #1.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$2,352.00

LINE ITEM NUMBER OF FUNDS REQUIRED: See Below

REQUESTED BY: Garza/Chambers/Peterson/Hauff

SPONSORED BY: Conley

SUMMARY:

The Bulletproof Vest Grant funds 50% of the cost of approved vests. This budget amendment allows the County to spend the remaining 2009 and 2010 grant award, which is \$2,347.55.

Budget Amendment:

001-618-99-001.4301	\$688.00
001-618-99-001.5717	3,038.00
001-657-00.5391	(941.00)
001-665-00.5201	(941.00)
001-635-00.5302	(40.00)
001-635-00.5413	(186.00)
001-635-00.5448	(106.00)
001-635-00.5461	(31.00)
001-635-00.5717	(107.00)

FUND NO. 001
FUND TITLE: GENERAL

<u>Line Item - Expenditures</u>	Appropriation before <u>Amendment</u>	<u>Amendment</u>		Appropriation as <u>Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>District Attorney/E Byrne Prosecution Grant (607-99-059):</u>				
001-607-99-059.5489 Telephone	0	524		524
001-607-99-059.5715 Communication Eqpt	6,900	168		7,068
001-607-99-059.5211 Office Supplies	750		(1)	749
001-607-99-059.5551 Cont.Ed	1,676		(370)	1,306
001-607-99-059.5719 Misc Eqpt	1,200		(5)	1,195
		<u>Decreases</u>	<u>Increases</u>	
001-607-99-059.4301 Intergovernmental	12,026		316	12,342.00
		<u>692</u>	<u>692</u>	

Amend grant to purchase radios/accessories and to adjust revenue to actual

→ **DOJ/Bulletproof Vest Grant (618-99-001):**

001-618-99-001.5717 Law Enf Eqpt	12,306	3,040		15,346
		<u>Decreases</u>	<u>Increases</u>	
001-618-99-001.4301 Intergovernmental	6,137		688	6,825

Constable 1 (635):

001-635-00.5302 Dues	100		(40)	60
001-635-00.5448 Contract Svcs	481		(106)	375
001-635-00.5461 Printing	600		(31)	569
001-635-00.5713 Vehicle	22,000		(186)	21,814
001-635-00.5717 Law Enf Eqpt	2,860		(107)	2,753

Developmental Svcs (657):

001-657-00.5391 Misc	3,000		(941)	2,059
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Fire Marshal (665):

001-665-00.5201 General Supplies	4,865		(941)	3,924
		<u>3,040</u>	<u>3,040</u>	

Transfer to Vest Grant for 50% match from Constable 1 (1), Developmental Svcs (2) & Fire Marshal (2) protective vests

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action regarding SB 1771, proposed legislation involving tax notices.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: CARAWAY

SPONSORED BY: COBB/CONLEY

The attached evaluation of the currently proposed SB 1771 has been provided by the Tax Assessor Collectors Association of Texas.

The Tax Assessor Collectors Association of Texas is in favor of a simplified tax notice that conveys information in a clear and concise format for taxpayers and while the intent of SB 1771 is to provide such a notice, the bill however contains many technical errors and unattainable requirements. The Tax Assessor Collectors Association of Texas strongly opposes SB 1771 for the following reasons:

- Requires the rate needed to fund the budget for the upcoming year to be determined at least 14 days before the first meeting to discuss the budget takes place, which is not possible.
- One of the components needed to calculate the rollback rate is the amount of debt service for the year. This bill requires the rollback rate to be calculated at least 14 days before the first meeting of the governing body takes place to discuss the amount of debt service for the year, which is not possible.
- Could delay the first meeting of the governing body to even begin discussing the budget for the upcoming year as far out as September 12th.
- The debt service information and fund balances are removed from the notice providing taxpayers with less information than the current notice
- The rollback rate is removed from the current notice which would no longer provide taxpayers with the information needed to circulate a petition to limit a tax increase.
- The “Same Services Rate” is technically flawed and does not accurately reflect the amount of revenue the taxing entity would actually receive.
- Extends the current September 30th or 60 day requirement for taxing entities to adopt their tax rate by an additional 30 days. Taxing entities would not be required to adopt their tax rates until at least October 23rd for an appraisal roll certified and delivered as normal on July 25th.
 - Most all taxing entities, other than schools, begin their new budget year on October 1st but would be adopting their tax rate needed to fund it well after.
 - Tax statements would be delayed, especially for consolidated tax offices.
 - Would cause a delay in taxing entities receiving much needed tax revenue along with lost interest
 - Could extend the delinquency date for taxing entities that offer discounts adopted under §31.05(c).

As a result of the many technical errors and unattainable requirements SB 1771 contains, the Tax Assessor Collectors Association of Texas encourages the members of the Senate to vote against SB 1771.

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 Right of Way Easement benefiting GTE Southwest Inc. d/b/a Verizon Southwest on a 1.471 acre tract of property owned by Hays County near Bebee Road in Precinct 2.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: JONES

SPONSORED BY: JONES

SUMMARY:

The property description and ROW Easement form are included in backup. If approved by Commissioners Court, Verizon Southwest will be using a plot of land approximately 20x20 in size that is currently not being used by Hays County. Verizon will compensate Hays County with a one-time payment of \$7000.

Engineering & Planning



2020 Loop 306
San Angelo, TX 76904

David L Clark
P.O. Box 331
Brownwood, TX 76804

Hays County Commissioner's Court
111 E. San Antonio Ste 204
San Marcos, Texas 78666
Attn: Mark Kennedy

Mark,

Verizon Southwest has proposed to place a new telephone system on County Road 122 on Be Bee Road. The location chosen is on land owned by Hays County. The land in reference is .471 acres out of the Elisha Pruett Survey, land described in volume 1200 page 761 of the deed of records in Hays County.

Verizon Southwest would require a plot of land being 20'-0" X 20'-0" in size and an easement on the site. Verizon Southwest would have the site surveyed by a certified surveyor. Verizon Southwest would compensate the Hays County in a onetime payment of \$7,000.00. I have attached a photo, example easement and a blank easement for your review. If I can be of assistance please call me at 325.739-3575 my office or 325-647-6236 my cell.

Thank You,

A handwritten signature in cursive script that reads "David L Clark".

David L Clark

MONARCH UTILITIES

MONARCH UTILITIES, LP, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

BILL JASUR
FDR: MONARCH UTILITIES
DATE 10-5-0

NOW OR FORMERLY
PAULA JOY EDWARDS PERRON V. 761, P. 8.

ME CITY LIMIT LINE

SITE

HAIRY COUNTY
VOL. 1200 PG. 781

LINE TABLE
BRWG
L1 S21.59.19"W 2
L2 S12.07.07"E 48

CURVE TABLE						
#	DELTA	R	T	A	C	BROW
①	34.00°48"	30.00	0.21	17.00	17.02	50.94°38"
②	33.02°35"	404.37	147.02	207.41	203.45	56.11°02"
③	32.07°21"	404.37	57.32	114.14	113.00	5.80°33"
④	31.27°20"	404.37	54.30	102.34	100.13	52.55°39"
⑤	16°50°35"	418.37	67.55	133.94	133.37	52.00°22°8"
⑥	7°02°35"	30.00	21.09	40.35	37.37	50.6°52°11"
⑦	80°48°16"	30.00	29.91	47.02	42.36	50.9°41°29"
⑧	83°54°48"	700.00	413.86	701.18	731.34	41.7°23°20"
⑨	57°41°02"	720.00	396.51	724.08	694.65	41.6°33°42"

CARL DAYWOOD - BALANCE OF TRACT

CERTIFICATION:

ITY ENGINEER OF THE CITY
Y CERTIFY THAT THIS
ORDS TO ALL REQUIREMENTS
ADVANCE AND HEREBY

He 10-7-05

VEHICLE TURNAROUND EASEMENT (TTE)
AUTOMATICALLY CEASE TO EXIST UPON
ON OF REPUBLIC DRIVE.

SEQUENCY FLOODPLAIN IS CONTAINED
VAGE EASEMENT SHOWN HEREON.

30. OCT. 4. DATE
PROFESSIONAL ENGINEER NO. 57552
JLA & ASSOCIATES, INC.
STREET, AUSTIN, TEXAS 78703

30. DO HEREBY CERTIFY THAT THIS
31 CORRECT TO THE BEST OF MY
32 BELIEF, AND WAS PREPARED FROM
33 MADE UNDER MY SUPERVISION ON
34 THAT THE CORNER MONUMENTS
35 HAVE BEEN PROPERLY PLACED ON



SCALE: 1"=100'

- IRON ROD FOUND
- IRON ROD SET
- IRON PIPE FOUND
- TEMPORARY TURBIDINO EASEMENT
- MINIMUM FINISHED FLOOR ELEVATION

SCALE IN FEET

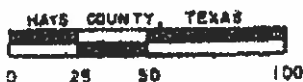
10-26-04

EXHIBIT A page 3 of 3

SKETCH TO ACCOMPANY FIELD NOTE

NO. 67145 - 86

1200 764

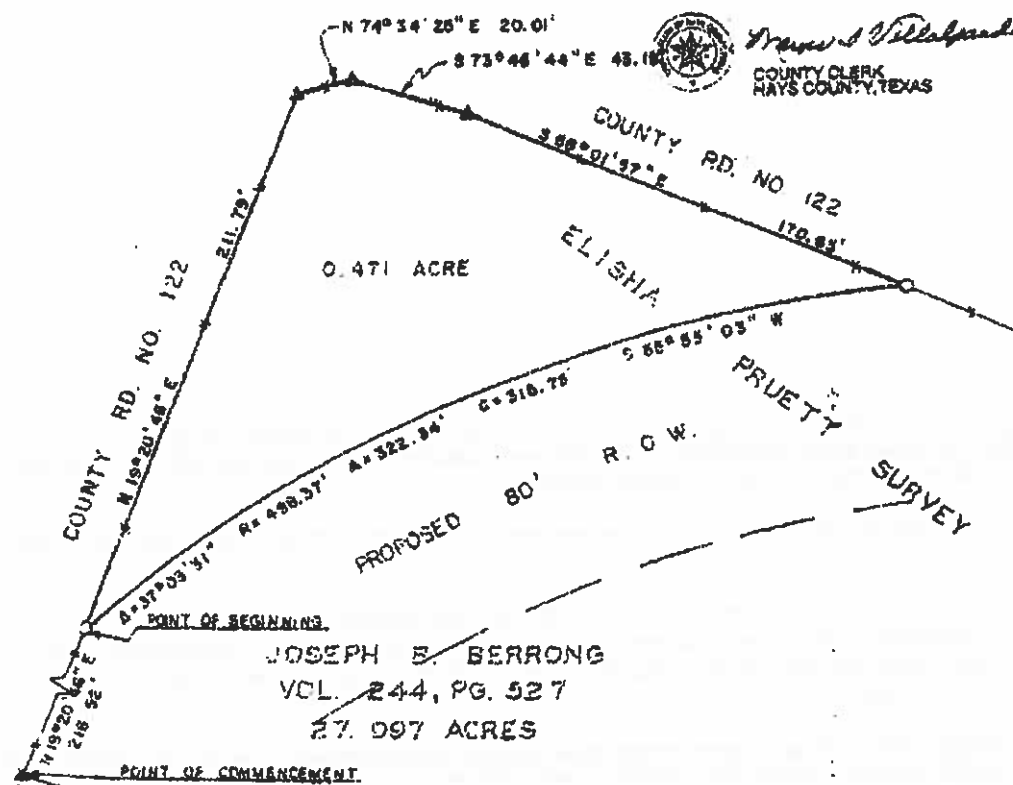


LEGEND

- ▲ FENCE POST POUND
- 5/8" IRON ROD WITH PLASTIC CAP MARKED "RUST E&J RPLS 4532" SET

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that the instrument was FILED on
the date and at the time stated herein by me and was duly
RECORDED, in the Volume and Page of the PUBLIC RECORDS
of Hays County, Texas, as stamped herein by me.

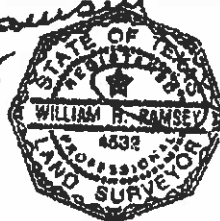
JAN 16 1998



James D. Villalpando
COUNTY CLERK
HAYS COUNTY, TEXAS

ELON C. NASH
VOL. 246, PG. 257
25.001 ACRES

William H. Ramsey
9-27-95



DATE: SEPTEMBER 26, 1992

JOB NO.: 67145-309

RUST LICKLITER/JAMESON

Surveying & Engineering
Consulting, Mapping, Elevation and Planning
421 South Ridge Road, Suite 400, Austin, Texas 78741-0401

RIGHT OF WAY EASEMENT

STATE OF: TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE
PRESENTS;

EXCHANGE: _____

ORDER NO.: _____

That _____ of the County of _____ and State aforesaid, for and in consideration of the sum of \$ _____ Dollars to _____ in hand paid by **GTE SOUTHWEST INCORPORATED D/B/A VERIZON SOUTHWEST**.

the receipt of which is hereby acknowledged and confessed, have this day granted and conveyed and do, by these presents, grant and convey unto **VERIZON** its successors and assigns, an easement _____ in width, to construct, place, operate, inspect, maintain, repair, replace and remove such buried communication cable as Grantee may from time to time require, consisting of buried cable, markers and necessary fixtures and appurtenances, over, across, under and upon the following described property to wit:

Situated in _____ County, State of TEXAS, and the Grantor(s) recognizes the general course of said line, as above described, is based upon preliminary survey only, and Grantor(s) hereby agree(s) that the easement hereby granted shall apply to the actual location of said line where constructed.

Grantor covenants for himself, his successors and assigns, not to place or maintain any building or structure on said easement.

Grantor grants to the Grantee the right of Ingress and Egress over my (our) adjacent lands to or from said right of way for the purpose of inspecting, maintaining, constructing, reconstructing, operating and removing its buried communication cable and associated appurtenance over, under, across and upon the above described property, and the right to place markers and other devices to support or mark said construction where necessary.

The Grantor acknowledges that the consideration recited above includes compensation for any and all damages to the surface or grass or crops located thereon resulting from original construction by Grantee. Should Grantee or its agents or employees, subsequent to original installation of communication facilities within the easement described above, have occasion to enter upon the premises to perform maintenance upon such facilities, Grantee agrees to pay Grantor the actual cash value of that portion of crops destroyed in the course of performance of such maintenance; and Grantor agrees to receive such amount in full discharge of any claim for damages which might have been advanced.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) legal representatives, to warrant and forever defend, all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this _____ day of _____, 2006

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 accepting a series of payments from the Cedar Oaks Mesa Property Owners' Association in settlement and in lieu of payment by real property owners under Chapter 253 or the Texas Transportation Code.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: In 2006, Hays County proceeded to make road improvements to the Cedar Oaks Mesa Subdivision under Chapter 253 of the Texas Transportation Code. Land owners in that subdivision elected to pay back the costs of improvements if the County performed the work.

Chapter 253 authorizes the County to place liens on the properties that will be assessed the repayment of costs for the road improvements. Current policy calls for the filing of a "Notice of Pending Lien" after election and before construction and the filing of a lien once construction is complete and a final cost is identifiable. However, after Commissioner Conley questioned staff about revenue for the project it became evident that assessments were not levied and that liens or notices were not placed in the Official Records of Hays County before or after the Cedar Oaks Mesa project was completed. Many of the properties (an estimated 50%) have since been sold to land owners who know nothing of the improvements made by the County or the arrangement under Chapter 253.

The County has discussed this issue with the Property Owners Association (the "POA") in Cedar Oaks Mesa. Since multiple Chapter 253 projects in Precinct 4 were performed with an arrangement that the land owners would repay the costs of materials, and not the costs of labor and equipment, the POA has offered to pay five payments of \$7888, totaling \$39,440, as compensation to the County for the materials used on the project.

If the Court approves and accepts the POA's offer, legal counsel would draft and execute a settlement agreement with the POA. The POA would then proceed to make payments, after which counsel would ensure that none of the properties in the subdivision have clouded title from documents associated with the project.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an agreement with the City of San Marcos regarding subdivision and development regulation in the extraterritorial jurisdiction of San Marcos, pursuant to HB1445 (2001).

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: INGALSBE/CONLEY

SPONSORED BY: INGALSBE/CONLEY

SUMMARY: This 1445 Agreement is the first of its kind after the passage of Hays County's new Subdivision and Development Regulations. It is anticipated that similar agreements with other municipalities in Hays County will follow soon.

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 to Ramsey Engineering, LLC a contract to submit develop documents related to Letter of Map Revision to FEMA regarding the construction of the Green Acres Bridge. This action will also authorize the County Judge to execute the Professional Services agreement for this work.

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

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$12,500 (as Budgeted—no additional funds are required)

LINE ITEM NUMBER OF FUNDS REQUIRED: Bond Funds

REQUESTED BY: Borcharding

SPONSORED BY: Conley

SUMMARY: This work was originally assigned to Baker-Aklin Engineering with Steve Ramsey in charge of engineering and construction. Since the time of construction, Mr. Ramsey has formed his own company and will, with the approval of the Court continue this final phase of the project.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible action to award to Ramsey Engineering, LLC a contract to submit develop documents related to Letter of Map Revision to FEMA regarding the construction of the Green Acres Bridge. This action will also approve the Professional Services agreement for this work.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$12,500

LINE ITEM NUMBER: 020-710-00.5448_008

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This particular work is not budgeted for this year however, according to Jerry, no additional drainage work will be done in this fiscal year for Summit Drive which is budgeted for \$220,000. Therefore these available funds may be used for this project.

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 Request for Change Order with Balfour Beatty Construction for work related to the installation of Audio Visual equipment in the Government Center complex.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$1,157,337.21 (ALREADY BUDGETED)

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: Although AV installation was always anticipated and budgeted for the project, it was not originally placed within the scope of Balfour Beatty's Design/Build contract. Due to multiple factors, the Program Manager now believes it should be incorporated into Balfour Beatty's contract. Broaddus and Associates will be present in Court to offer more information.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute a Request for Change Order with Balfour Beatty Construction for work related to the installation of Audio Visual equipment in the Government Center complex.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$1,157,337.21 (ALREADY BUDGETED)

LINE ITEM NUMBER: 005-850-94-489.5611

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: _____

Construction

t. 512-392-4233
f. 512-392-4263
610 S. Stagecoach Trail
San Marcos TX 78666

February 24, 2011

Judge Bert Cobb
Hays County Commissioner's Court
111 E. San Antonio Street
San Marcos, TX 78666

Project: Hays County Municipal Government Complex Facility

Re: Request for Change Order No. 044 / CE No. 0089
Complete AV Package

Dear Judge Cobb

We are submitting, herewith, our Request for Change Order (Proposal) # 044 in the amount of One million one hundred fifty-seven thousand three hundred thirty-seven dollars and twenty-one cents, \$1,157,337.21

The scope of work covered under this proposal is to provide the audio and visual equipment per BAI's revised documents dated August 2, 2010.

Inclusions:

1. Complete A/V System per BAI Design.
2. A/V Infrastructure Items, Non-video Courtrooms.
3. A/V Infrastructure Items, Conference Rooms
4. Credit for Original Courtroom Audio System

Exclusions

1. Monitors / TVs.
2. Projectors at non-video courtrooms.
3. Wall mounted items and actual video displays at conference rooms.
4. Completion of AV Systems Installation is not tied to Substantial Completion.

This proposal covers only the changes to the specific work as set forth in the attached proposal breakout. Changes in the work and associated price adjustments other than those noted in our proposal are not included. This proposal includes only the direct job cost for making this change and does not include any additional cost, if any, caused by delays. If delays are encountered, a request for an equitable time extension and additional costs will be submitted when the impact of the delay can be determined.

Please execute the attached approval form and return to us within 14 days. If you have any questions pertaining to this proposal, please contact us at the job-site office.

Respectfully,


John F. Campbell
Operations Director

Balfour Beatty
Construction

t. 512-392-4233
f. 512-392-4263
610 S. Stagecoach Trail
San Marcos TX 78666

Hays County Municipal Government Complex Facility

RCO # 044 – Complete AV Package

The additional work for the **Complete AV Package** by Balfour Beatty Construction is hereby approved:

Cost of Work:

#	Budget Code	Description	Total
1	000.51600000.40	Complete AV Package	\$990,929.67
2	000.51600000.40	AV Infrastructure Items, Non-video Courtrooms	\$119,818.44
3	000.51600000.40	AV Infrastructure Items, Conference Rooms	\$29,797.20
4	000.51600000.40	Courtroom Audion - Original Scope	(\$74,300.00)

Total Cost of Work Items

\$1,066,245.31

Markups:

#	Budget Code	Description	Rate	Total
1	000.69999201.35	Bonds & Insurance	3.08000	\$32,840.36 ✓
2	000.69999202.35	Fee	5.30000	\$58,251.54 ✓

Total Markups

\$91,091.90

Total

\$1,157,337.21 ✓

The total Cost to perform the work as described above is a CHANGE of One million one hundred fifty-seven thousand three hundred thirty-seven dollars and twenty-one cents, \$1,157,337.21. The contract Time will be evaluated upon approval of this change request.

Please indicate your acceptance and approval of this additional work in the space provided below.

Reviewed by Architect: _____

Bob Case, HDR, Inc.

Date: 2-28-11

Authorization Granted by: _____

Judge Bert Cobb

Date: _____

File:

CE # 0089

RCO# 044

Balfour Beatty
Construction

t. 512-392-4233
f. 512-392-4263
610 S. Stagecoach Trail
San Marcos TX 78666

cc:Job File

File:
CE # 0089
RCO# 044



PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

CCN#**Date:****Project Name:****Project Number:****Page Number:****AVREVISED**

1/25/2011

Hays government Center

Hays Government Center

1

Client Address:

*Complete A/V***Work Description****INCLUSIONS:**

1. See attached Beck with quote #10-1005-AV2-R for all notes and inclusions
- 2.

EXCLUSIONS:

1. Sales Tax
2. Bond

NOTE: Due to copper prices we can only hold this price for 45 days from date on proposal.

Itemized Breakdown**Summary**

AV	(\$917,527.47 + 0.000 % + 0.000 % + 8.000 %)	990,929.67
Subtotal		990,929.67
Final Amount		\$990,929.67

CONTRACTOR CERTIFICATION**Name:****Date:****Signature:**

I hereby certify that this quotation is complete and accurate based on the information provided

CLIENT ACCEPTANCE**ORIGINAL**

PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

Client Address:

CCN #

Date:

Project Name:

Project Number:

Page Number:

AVREVISED

1/25/2011

Hays government Center

Hays Government Center

2

CCN #: AV REVISED

Final Amount: \$990,929.67

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Beckwith Electronic Systems

8906 Wall Street, #301, Austin, TX 78754

Phone: (512) 275-1441 • Fax: (512) 275-1443 • www.besllc.com

Proposal

Nathan Skjonsby
Prism Electric

Project: Hays County Government Center
San Marcos, Texas
Quote #: 10-1005-AV2-R
Date: January 20, 2011

Dear Nathan,

The following proposal is for provision and installation of audio and video equipment per BAI's revised documents dated 8/2/10. **It has been revised to delete redundancies that occur due to changes proposed with CI-05 pricing. Basically, this reduces the quantity of ceiling loudspeakers from 140 to 32.**

Please note the following clarifications and qualifications of this proposal:

1. The intent of these documents is to provide audio reinforcement systems in all 10 courtrooms per AV02 of the documents and video presentation systems in 4 courtrooms (D306, D316, E210, E215) per AV03 and AV04 of the documents. However, there are still some references to video equipment being located the other 6 courtrooms, such as Detail 3 on AV01, which indicates that the *Voir Dire* projector mounting is typical of 10 locations. Please advise if it is intended to provide any video equipment beyond these designated 4 rooms and we will adjust the scope and price accordingly.
2. All equipment, installation cabling & materials, installation labor, programming, check-out, owner training and design work are included. All work will be conducted or supervised by a technician certified by Crestron and Extron.
3. All conduit, backboxes, 120VAC work and LAN drops are excluded. Beckwith will coordinate with telecom contractor as to LAN requirements.
4. The Crestron PRO2 is the only control processor specified, however, this is excessive for the 6 audio-only courtrooms. A Crestron CP2E control processor is proposed for the audio-only locations and will fulfill the requirements of the design.
5. The specified Samsung P100 document camera is not a valid model number. We are proposing the Samsung SDP-860 which meets the specification requirements.
6. A boundary microphone (PZM) is shown on documents, but does not appear in the specifications. We are proposing the Shure MX393/O for this function.
7. The Extron 3A mini distribution amp and Crestron ST-COM expansion communications module are listed in the specifications, but we could not determine a purpose for use of these devices in the design and they are excluded from the proposal.
8. AV03 shows a Crestron QuickMedia console. This is not listed in the specifications, but everything needed to provide this workstation is included.

Nathan Skjonsby
January 20, 2011
Page 2

Following is a revised itemized pricing schedule showing unit and accumulative costs.

Thank you and please contact me with any questions or concerns regarding this proposed work.

Best regards,

A handwritten signature in black ink, appearing to read "Chad Tanner", written in a cursive style.

Chad Tanner
Electronic Systems Sales

	Qty	Manufacturer	Description	Cost Per	Cost Ext
Control Components	20	Extron	Cable Cubby 60D	\$ 483.00	\$ 9,660.00
	4	Extron	CrossPoint Ultra 1616 HVA matrix switcher	\$ 11,792.10	\$ 47,168.40
	24	Extron	RGB 192V computer interface	\$ 448.50	\$ 10,764.00
	4	Extron	BUC 102 audio converter/balancing transformer	\$ 124.20	\$ 496.80
		Extron	MDA 3A mini distribution amplifier	\$ 120.75	\$
	20	Extron	Active Audio AAP dual audio buffer module	\$ 149.50	\$ 2,990.00
	4	Extron	DVI-RGB 150 DVI to RGBHV converter	\$ 683.10	\$ 2,732.40
	4	Extron	DVI 201 TP extender	\$ 558.90	\$ 2,235.60
	24	Extron	EDID 101 series EDID emulator	\$ 155.25	\$ 3,726.00
	8	Extron	DVS 304 DVI video scaler	\$ 1,787.10	\$ 14,296.80
	4	Crestron	PRO2 control processor	\$ 2,070.00	\$ 8,280.00
	4	Crestron	C2ENET-1 module	\$ 517.50	\$ 2,070.00
	6	Crestron	CP2E control processor	\$ 1,035.00	\$ 6,210.00
	4	Crestron	CEN-SW-POI-5 Ethernet switch	\$ 730.00	\$ 920.00
	4	Crestron	CEN-WAP-ABG-CM wireless access point	\$ 230.00	\$ 920.00
	6	Crestron	TPS-4000 10.4" LCD touch Panel	\$ 2,760.00	\$ 16,560.00
	4	Crestron	TPMC-V15 15" LCD touch panel	\$ 4,600.00	\$ 18,400.00
	4	Crestron	DGE-1 graphic engine	\$ 2,300.00	\$ 9,200.00
	4	Crestron	5MK-V15 swivel mount	\$ 172.50	\$ 690.00
	4	Crestron	TPMC-8L touch panel (needs to be desk top?)	\$ 2,185.00	\$ 8,740.00
	4	Crestron	TPMC-8X WiFi touch panel	\$ 2,185.00	\$ 8,740.00
	4	Crestron	TPS-17G-QM Isys 17" touchpanel for QuickMedia	\$ 5,900.00	\$ 27,600.00
	8	Crestron	QM-TX QuickMedia Transmitter	\$ 718.75	\$ 5,750.00
	4	Crestron	QM-RX QuickMedia Receiver	\$ 833.75	\$ 3,335.00
	4	Kramer Electronics	1x10 RGBHV video distribution amplifier	\$ 915.40	\$ 3,661.60
	10	Biamp	AudiaFLEX audio processor	\$ 2,984.25	\$ 29,842.50
	10	Biamp	AudiaEXPI expander	\$ 918.85	\$ 9,188.50
	10	Biamp	AudiaEXPD expander	\$ 918.85	\$ 9,188.50
Audio Periphs	20	Shure	ULXP 14/84- wireless system (body pack kit)	\$ 823.40	\$ 16,468.00
	50	Shure	MX412D/S gooseneck microphone	\$ 247.25	\$ 12,362.50
	10	Shure	MX418/C gooseneck microphone	\$ 181.70	\$ 1,817.00
	10	Shure	MX393/O boundary microphone	\$ 194.35	\$ 1,943.50
	32	Electrovoice	EVID C8 2LP ceiling mounted loudspeaker	\$ 224.25	\$ 7,176.00
	10	QSC	CX108V amplifier	\$ 1,292.60	\$ 12,926.00
	10	Williams Sound	PPA 375 PRO Assisted Listening System	\$ 1,017.75	\$ 10,177.50
	60	TOA	H-1 desktop loudspeaker	\$ 96.60	\$ 5,796.00
Video Peripherals	2	Chief Mfg	RPA projector mount	\$ 138.00	\$ 276.00
	2	Chief Mfg	CMA-345 isolation adaptor	\$ 129.95	\$ 259.90
	4	Chief Mfg	PCM LCD display ceiling mount	\$ 332.35	\$ 1,329.40
	4	Chief Mfg	CMS-115 5SPEED CONNECT ceiling plate	\$ 44.85	\$ 179.40
	4	Chief Mfg	CMS SPEED CONNECT adjustable extension column	\$ 49.45	\$ 197.80
	2	Chief Mfg	CMA 640 trim ring	\$ 19.55	\$ 39.10
	2	Chief Mfg	APMC keyed locking mount	\$ 263.35	\$ 526.70
	2	Chief Mfg	CMS-440 suspended ceiling kit	\$ 89.70	\$ 179.40
	4	Da-Lite	Tensioned Advantage Electrol 34548EM (69x110")	\$ 2,716.30	\$ 10,865.20
	4	Da-Lite	Tensioned Advantage Electrol 34558EM (87x139")	\$ 3,542.00	\$ 14,168.00
	4	Da-Lite	WC-200 remote control for Electrol	\$ 149.50	\$ 598.00
	4	Draper	SLX size E scissor lift	\$ 6,095.00	\$ 24,380.00
	10	Martel	DM246 Digital Court Recorder w/ T147 trans. Kit	\$ 1,144.25	\$ 11,442.50
	4	Denon	DN-V210 DVD Player	\$ 356.50	\$ 1,426.00
	4	Contemp. Research	232 ATSC Tuner	\$ 1,025.80	\$ 4,103.20
	4	Terk	HDTVa indoor analog/digital antenna	\$ 43.70	\$ 174.80
	4	Samsung	SDP-860 document camera	\$ 828.00	\$ 3,312.00
	4	Gyraton	Go Air Desktop Cordless mouse and keyboard	\$ 135.70	\$ 542.80
	4	Sharp	LC-60LE820UN LED 60" LCD monitor	\$ 2,415.00	\$ 9,660.00
	52	LG	19L0350 19" LCD monitor	\$ 345.00	\$ 17,940.00

Hays County Gov't Center - A/V System Itemized Pricing

Racks	8	Christie	DHD700 6500 lumen DLP projector	\$ 14,950.00	\$ 119,600.00
	4	Christie	2.8-5.0:1 lens (main screens)	\$ 5,347.50	\$ 21,390.00
	4	Christie	1.8-2.8:1 lens (Voir Dire screens)	\$ 5,347.50	\$ 21,390.00
	10	Middle Atlantic	WRK-44SA-32 44-unit equipment rack	\$ 845.25	\$ 8,452.50
	10	Middle Atlantic	PFD-44 Plexiglass Door	\$ 371.45	\$ 3,714.50
	10	Middle Atlantic	Top mounted fan for WRK rack	\$ 262.20	\$ 2,622.00
	10	Middle Atlantic	PD-1220C-NS power strip	\$ 155.25	\$ 1,552.50
	4	Middle Atlantic	RM-KB keyboard drawer	\$ 343.85	\$ 1,375.40
	4	Middle Atlantic	RM-LCD-MK	\$ 115.00	\$ 460.00
	4	Dell	Optiplex 780 workstation	\$ 1,171.85	\$ 4,687.40
Misc	10	Furman	PL-PRO C power conditioner	\$ 296.70	\$ 2,967.00
	1	Lot	Cabling and installation materials		\$ 46,008.00
	1	Lot	Connectors and terminal plates		\$ 8,812.20
Equipment Subtotal 1				\$	676,664.30
Shipping/Handling (3.4%)				\$	23,006.59
Equipment Subtotal 2				\$	699,670.89
Installation, Programming, Project Management, Design Labor				\$	134,445.00
Add 10% O&P				\$	83,411.59
Total				\$	917,527.47



PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

CCN#**Date:****Project Name:****Project Number:****Page Number:****NON-VIDEO COURTROOMS**

1/25/2011

Hays government Center

Hays Government Center

1

Client Address:

*AV Infrastructure - Courrooms***Work Description****INCLUSIONS:**

1. Please see attached quote 10-1005-B-CO5 for inclusions and exclusions
- 2.

EXCLUSIONS:

1. Sales Tax
2. Bond

NOTE: Due to copper prices we can only hold this price for 45 days from date of proposal.

Itemized Breakdown**Summary**

AV	(\$110,943.00 + 0.000 % + 0.000 % + 8.000 %)	119,818.44
Subtotal		119,818.44
Final Amount		\$119,818.44

CONTRACTOR CERTIFICATION**Name:****Date:****Signature:**

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE**ORIGINAL**

PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

Client Address:

CCN#

Date:

Project Name:

Project Number:

Page Number:

NON-VIDEO COURTROOMS

1/25/2011

Hays government Center

Hays Government Center

2

CCN#: NON-VIDEO COURTROOMS

Final Amount:\$119,818.44

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Proposal



DATE: 20-Jan-11

SOLD TO Prism Electric 8200 Cameron Road, Bldg. B, Suite 162 Austin, TX 78754 ATTN: Nathan Skjonsby Tel #: 512/926-2000		PROJECT LOCATION Hays County Gov't. Center 610 Stagecoach Trail San Marcos, TX 78666
CUSTOMER REFERENCE Hays Co. Gov't. Center A/V Infrastructure Items, Non-video Courtrooms		QUOTATION # 10-1005-B-CO5
PAYMENT TERMS Net 30 Days		TRADE TERMS F.O.B. Jobsite

The following reflects proposed additions for video infrastructure items not currently scheduled for Courtrooms D228, E206, D306, D310, E310 and E315. Future video functions are anticipated in these rooms and the intent is to perform this work during building construction in order to avoid invasive retrofit work later.

The proposed scope of work includes the following:

- Provide and install electric projector screens and projector mounts/supports in 6 courtrooms listed above. This will include the same screen and mount arrangement that is designed by BAI in the 4 video-equipped rooms.

QTY	MODEL NO.	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL
6	PCM	Draper	SLX size E scissor lift		
6	CMA-345	Chief Manufacturing	Isolation Adapter		
6	CMS-440	Chief Manufacturing	Drop-in Ceiling Mount		
6	Tensioned Advantage	Da-Lite	69" x 110" Electric Projector Screen		
6	Tensioned Advantage	Da-Lite	87" x 139" Electric Projector Screen		
Total Labor Cost				\$	11,667
Total Equipment Cost				\$	89,190
Total Cost				\$	100,857
Add 10% OH&P				\$	10,086
Total Price				\$	110,943



PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

CCN#**Date:****Project Name:****Project Number:****Page Number:****AVCONFERENCE ROOMS**

1/25/2011

Hays government Center

Hays Government Center

1

Client Address:

*AV Infrastructure @ Conf Rooms***Work Description****INCLUSIONS:**

1. Please see attached Beck with quote for inclusions and exclusions
- 2.

EXCLUSIONS:

1. Sales Tax
2. Bond

NOTE: Due to copper prices we can only hold this price for 45 days from date of proposal**Itemized Breakdown****Summary**

AV	(\$27,590.00 + 0.000 % + 0.000 % + 8.000 %)	29,797.20
Subtotal		29,797.20
Final Amount		\$29,797.20

CONTRACTOR CERTIFICATION**Name:****Date:****Signature:**I hereby certify that this quotation is complete and accurate based on the information provided.**CLIENT ACCEPTANCE****ORIGINAL**

PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

Client Address:

CCN #

Date:

Project Name:

Project Number:

Page Number:

AVCONFERENCE ROOMS

1/25/2011

Hays government Center

Hays Government Center

2

CCN #: AV CONFERENCE ROOMS

Final Amount:\$29,797.20

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Proposal



DATE: 20-Jan-11

SOLD TO Prism Electric 8200 Cameron Road, Bldg. B, Suite 162 Austin, TX 78754 ATTN Nathan Skjonsby Tel # 512/926-2000		PROJECT LOCATION Hays County Gov't. Center 610 Stagecoach Trail San Marcos, TX 78666
CUSTOMER REFERENCE Hays Co. Gov't. Center A/V Infrastructure Items, Conference Rooms	QUOTATION # 10-1005-B-CO4	
PAYMENT TERMS Net 30 Days		TRADE TERMS F.O.B. Jobsite

The following reflects proposed additions that are shown on 100% drawings that have not been previously proposed. All other inclusions, exclusions, terms and conditions are per original agreement with Prism Electric.

These items are proposed now because coordination with ceiling grid is critical. Wall-mounted items and actual video displays are not proposed at this time because display units have not been specified in model or size and are not a critical concern regarding ceiling construction.

The proposed scope of work includes the following:

- Provide and install electric projector screens and projector mounts/supports in Conference Rooms A101, A102, A103, A104, E349 & Training Room E121.
- Provide and install ceiling-type video display/TV mounts in Fitness A119, Dining A111 and Staff Break Room C103.

QTY	MODEL NO.	MANUFACTURER	DESCRIPTION	UNIT PRICE	TOTAL
3	PCM	Chief Manufacturing	Display Ceiling Mount		
3	CMS-115	Chief Manufacturing	Speed-connect Ceiling Plate		
6	CMS-440	Chief Manufacturing	Drop-in Ceiling Mount		
6	CMS006009	Chief Manufacturing	Mount Pipe, adjustable 6" - 9"		
5	Tensioned Advantage	Da-Lite	60" x 96" Electric Projector Screen, 16:10 Wide Format		
1	Tensioned Advantage	Da-Lite	50" x 80" Electric Projector Screen, 16:10 Wide Format		

Total Labor Cost	\$	5,978
Total Equipment Cost	\$	19,104
Total Cost	\$	25,081
Add 10% OH&P	\$	2,508
Total Price	\$	27,590



PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

CCN#**Date:****Project Name:****Project Number:****Page Number:****COURTROOM CREDIT**

1/25/2011

Hays government Center

Hays Government Center

1

Client Address:

*Original Systems Scope***Work Description****INCLUSIONS:**

1. Please see attached quote from Beckwith 10-1005-B-CO6
- 2.

EXCLUSIONS:

1. Sales Tax
2. Bond

Itemized Breakdown**Summary**

Courtroom speaker credit	(\$-74,300.00 + 0.000 % + 0.000 % + 0.000 %)	-74,300.00
Subtotal		-74,300.00
Final Amount		\$-74,300.00

CONTRACTOR CERTIFICATION**Name:****Date:****Signature:**I hereby certify that this quotation is complete and accurate based on the information provided.**CLIENT ACCEPTANCE****ORIGINAL**

PROPOSED CHANGE REQUEST

Prism Electric, Inc.

2916 National Drive
Garland, TX 75041

Client Address:

CCN#

Date:

Project Name:

Project Number:

Page Number:

COURTROOMCREDIT

1/25/2011

Hays government Center

Hays Government Center

2

CCN #: COURTROOM CREDIT

Final Amount: \$-74,300.00

Name:

Date:

Signature:

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Proposal



DATE: 20-Jan-11

SOLD TO Prism Electric 8200 Cameron Road, Bldg. B, Suite 162 Austin, TX 78754 ATTN Nathan Skjonsby Tel # 512/926-2000		PROJECT LOCATION Hays County Gov't. Center 610 Stagecoach Trail San Marcos, TX 78666	
CUSTOMER REFERENCE Hays Co. Gov't. Center Courtroom Audio - Original Scope Credit		QUOTATION # 10-1005-B-CO6	
PAYMENT TERMS Net 30 Days		TRADE TERMS F.O.B. Jobsite	

The following reflects a credit for work that will not be performed as a result of the revised A/V systems scope of work.

This credit is based on the following:

- Original contract value: (\$77,000)
- Less work in place/invoiced/paid: \$2700
- **Total Credit:** (\$74,300)

Total Credit

\$ (74,300)

Notes:

All the rough-in equipment, J-boxes, conduit and 110vac will be provided and installed by others. ✓
 All the cable will be provided and installed by Beckwith. ✓
 All equipment will be installed by Beckwith. ✓
 This proposal includes no provisions for asbestos and/or lead based paint abatement. All work areas should be Certified to be free from asbestos materials and lead based paint. Any work areas containing asbestos and lead based paint should be professionally abated prior to Beckwith beginning work. Any delays or work extensions related to asbestos and/or lead based paint abatement operations fall outside of the scope of this proposal. Any additional costs resulting from these delays will be billed to customer separately.
 All Beckwith work will be done during normal working hours, Monday thru Friday, 7:30am to 4:00pm.
 If overtime is required due to a contractor failing to complete their work in a timely fashion, or for whatever reason, Beckwith's additional labor costs shall be considered an "additional charge" and charged to the customer.

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:

Consider granting a variance from Hays County Development Regulations, Chapter 705, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to Lorraine Culp-Leonard, owner of a 3.89 acre portion of lot D-41 in Douglas Estates.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Lorraine Culp-Leonard is the owner of a 3.89 acre portion of a lot in the Douglas Estates Subdivision in Precinct 4. She applied for a permit to construct an On-Site Sewage Facility to replace her existing failing system. She has been informed that her parcel was part of an illegal division of land and is required to be platted under both the Local Government Code and the Hays County Development Regulations. In addition to the platting requirement, Chapter 705.4.01 of the Hays County Development Regulations prohibits the Department from issuing any development permit on a tract of land that is not in compliance with all current rules.

The property owner has been made aware of the plat requirement, and the noncompliant portions of the lot will have to be re-platted to meet Hays County rules.

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 request annexation by the City of San Marcos of the complex located at 5 Mile Dam Park.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: On January 9, 2009, Hays County and the City of San Marcos entered into an Interlocal Agreement for the City to operate and maintain the Soccer Complex at 5 Mile Dam Park. Section 5.3 of Interlocal allows for the annexation of the property by the City of San Marcos.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN MARCOS, TEXAS AND HAYS
COUNTY, TEXAS FOR THE IMPROVEMENT OF PARK FACILITIES
AT SITES OWNED BY THE CITY OF SAN MARCOS, TEXAS**

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas ("County") and the City of San Marcos, Texas ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

- 1.1 The purpose of this Agreement is to provide for the design, bidding, and construction of various park improvements on five (5) properties used for park and/or conservation purposes owned by County and the City. The Properties are all located within the corporate limits or the Extra Territorial Jurisdiction of the City of San Marcos. Legal descriptions of the Properties are attached hereto as Exhibit "C." Improvements for each of the Projects are described in Exhibit "A", attached hereto and incorporated herein by reference and collectively referred in this Agreement as "the Projects", and individually known as Project #1: Five-Mile Dam Park Improvements, Project #2: Purgatory Creek Preserve Park Improvements, Project #3: Gary Sports Complex Softball Fields Improvements, Project #4: Rio Vista Tennis Courts Improvements, and Project #5: Regional Skate Park Improvements. When referencing the City's duties in relation to "the Projects", this Agreement shall not be construed to mean duties to perform, manage, or oversee design and construction of Project #1, which shall be the duty of the County. The proposed locations of the Projects' improvements on the sites are depicted on Site Plans attached as Exhibit "B." As more specifically provided herein, the County is providing Bond Funds and the City is providing Matching Funds for improvement of the Projects. City and

- 5.3 County, by approving this Agreement, hereby requests and consents to annexation of a tract association with Project #1: Five-Mile Dam Park Improvements, commonly known as the soccer complex and depicted in Exhibit "B".
- 5.3 County shall complete the design and construction of improvements to Project #1: Five Mile Dam, approved by the City under the terms of the previous Interlocal Agreement between them, executed by the Parties on or about the 14th day of June, 2005. After completion of such improvements by the County and acceptance by the City, the City shall assume responsibility for maintenance of Project #1: Five-Mile Dam Park. The proceeds cited in Exhibit A to be contributed by County for Project #1: Five-Mile Dam Park Improvements shall be held in trust by the County and dedicated solely to expenditures related to Project #1. After the County has expended the Seven Hundred Thousand Dollars (\$700,000.00) in Bond Funds reserved for Project #1, it shall diligently forward all remaining invoices for construction of that Project to the City. The City shall diligently approve and, if approved, pay any Project #1 invoices it receives from the County by making payment directly to the Contractor, referencing the Contractor's respective invoice number, and referencing the County's contract with the Contractor.

VI. Conditions Precedent.

- 6.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the San Marcos City Council.
- 6.2 **Public Dedication of Park Improvements.** The City hereby presents evidence to the County that a) the Properties associated with all Projects are burdened with a public dedication, or its equivalent, that runs with the land and grants a right of access to the public, with reasonable limitations on the time, place, and manner of the public's use ("Public Dedication"); and b) the Property associated with Project #2, Purgatory Creek Preserve Park Improvements, is a tenement that is servient to a Conservation Easement that

XII. Interpretation

- 12.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XIII. Applicable Law and Venue

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

EXECUTED IN DUPLICATE ORIGINALS THIS 9 DAY OF January 2009.

CITY OF SAN MARCOS, TEXAS

Rick Menchaca
RICK MENCHACA
CITY MANAGER

HAYS COUNTY, TEXAS

Liz Sumner
LIZ SUMNER
COUNTY JUDGE

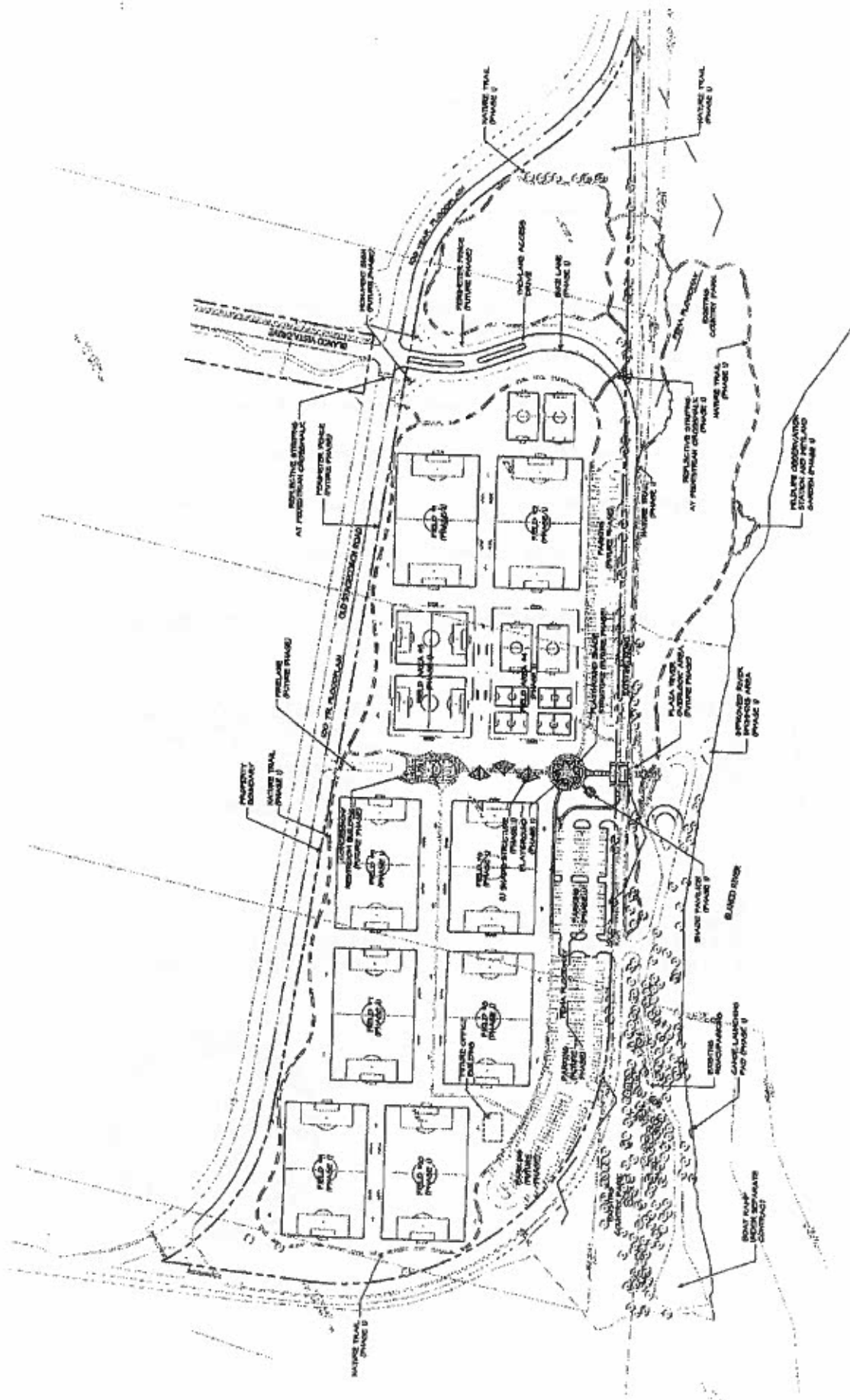
ATTEST:

Sherry Mashburn
BY: SHERRY MASHBURN
CITY CLERK

ATTEST:

Linda C. Fritsche
LINDA FRITSCHKE
HAYS COUNTY CLERK





1.877
13.179
1.877
13.405
1.951
11.445
2.209
3.995
0.401
0.841

total acreage

51.18 acres



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**1.877 ACRES
TRACT ONE-B**

A DESCRIPTION OF 1.877 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (TRACT FOUR) TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DALE LOWDEN EXCAVATING, INC. DATED DECEMBER 29, 1998 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 491 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.877 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (fourth 64.873 acre tract), being at the west corner of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also in the southeast line of a 106.126 acre tract described in a Exchange Warranty Deed to Stanley Carlton Hughson dated December 22, 1995 and appearing of record in Volume 1196, Page 855 of the Deed Records of Hays County, Texas;

THENCE South 47°52'03" East, along the northeast line of the forth 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 793.45 feet to a 1/2" rebar found at the east corner of the forth 64.873 acre tract, being at the north corner of another 64.873 acre tract (third 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to James P. Jansen et ux dated January 5, 1999 and appearing of record in Volume 1498, Page 482 of the Deed Records of Hays County, Texas;

THENCE South 42°40'58" West, along the common line of the fourth 64.873 acre tract and the third 64.873 acre tract, at a distance of 2007.37 feet passing a concrete monument found, and continuing for a total distance of 2643.37 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South 42°40'58" West, continuing along the common line of the fourth 64.873 acre tract and the third 64.873 acre tract, a distance of 100.01 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a 1/2" rebar found in the existing northeast right-of-way line of Old Stagecoach Road (right-of-way width varies), at the south corner of the fourth 64.873 acre tract, being the west corner of the third 64.873 acre tract bears South 42°40'28" West, a distance of 776.00 feet;

THENCE over and across the forth 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following two (2) courses and distances:

1. North $48^{\circ}09'47''$ West, a distance of 459.06 feet to a 1/2" rebar with cap set;
2. Along a curve to the right, having a radius of 540.00 feet, an arc length of 352.22 feet, and a chord which bears North $29^{\circ}28'41''$ West, a distance of 346.01 feet to a 1/2" rebar with cap set in the northwest line of the fourth 64.873 acre tract, being in the southeast line of a 2.34 acre tract described in a Warranty Deed With Vendor's Lien to Alan Dale Lowden et ux dated October 10, 2000 and appearing of record in Volume 1728, Page 233 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found in the existing northeast right-of-way line of Old Stagecoach Road at the south corner of the said 2.34 acre tract, being in the northwest line of the fourth 64.873 acre tract, bears South $42^{\circ}57'17''$ West, a distance of 527.86 feet;

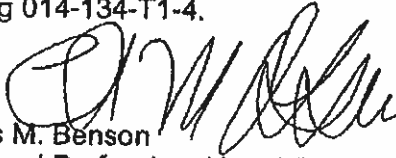
THENCE North $42^{\circ}57'17''$ East, along the southeast line of the 2.34 acre tract, being the northwest line of the fourth 64.873 acre tract, a distance of 132.76 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road, from which a nail found at the easternmost corner of the 2.34 acre tract, being at the southeast corner of a remaining portion of a 50 acre tract described in a Exchange Warranty Deed to Stanley Carlton Hughson dated December 22, 1995 and appearing of record in Volume 1196, Page 849 of the Deed Records of Hays County, Texas bears North $42^{\circ}57'17''$ East, a distance of 464.63 feet;

THENCE over and across the fourth 64.873 acre tract, with the proposed realigned northeast right-of-way line of Old Stagecoach Road, the following two (2) courses and distances:

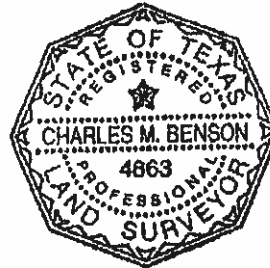
1. Along a curve to the left, having a radius of 440.00 feet, an arc length of 365.92 feet, and a chord which bears South $24^{\circ}20'20''$ East, a distance of 355.47 feet to a 1/2" rebar found;
2. South $48^{\circ}09'47''$ East, a distance of 460.53 feet to the **POINT OF BEGINNING**, containing 1.877 acres of land, more or less.

Page 3 of 3

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**13.179 ACRES
TRACT ONE-C**

A DESCRIPTION OF 13.179 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (TRACT FOUR) TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DALE LOWDEN EXCAVATING, INC. DATED DECEMBER 29, 1998 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 491 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 13.179 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (fourth 64.873 acre tract), being at the west corner of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also in the southeast line of a 106.126 acre tract described in a Exchange Warranty Deed to Stanley Carlton Hughson dated December 22, 1995 and appearing of record in Volume 1196, Page 855 of the Deed Records of Hays County, Texas;

THENCE South 47°52'03" East, along the northeast line of the fourth 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 793.45 feet to a 1/2" rebar found at the east corner of the fourth 64.873 acre tract, being at the north corner of another 64.873 acre tract (third 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to James P. Jansen et ux dated January 5, 1999 and appearing of record in Volume 1498, Page 482 of the Deed Records of Hays County, Texas;

THENCE South 42°40'58" West, along the common line of the fourth 64.873 acre tract and the third 64.873 acre tract, at a distance of 2007.37 feet passing a concrete monument found, and continuing for a total distance of 2743.38 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South 42°40'58" West, continuing along the common line of the fourth 64.873 acre tract and the third 64.873 acre tract, a distance of 776.00 feet to a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the fourth 64.873 acre tract, being the west corner of the third 64.873 acre tract;

THENCE North 56°34'53" West, with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the first 64.873 acre tract, a distance of 87.90 feet to a 1/2" rebar found;

THENCE continuing with the northeast right-of-way line of Old Stagecoach Road, being the easterly line of a 2.13 acre tract described in a Dedication of Right-of-Way to County of Hays dated April 19, 2000 and appearing of record in Volume 1664, Page 819 of the Deed Records of Hays County, Texas, being along the westerly remainder of the fourth 64.873 acre tract, along a curve to the right, having a radius of 665.00 feet, an arc length of 847.76 feet, and a chord which bears North 20°08'24" West, a distance of 791.51 feet to a 1/2" rebar found in the northwest line of the fourth 64.873 acre tract, being at the south corner of a 2.34 acre tract described in a Warranty Deed With Vendor's Lien to Alan Dale Lowden et ux dated October 10, 2000 and appearing of record in Volume 1728, Page 233 of the Deed Records of Hays County, Texas;

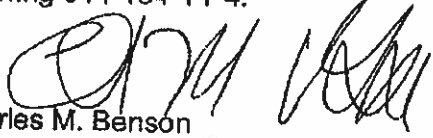
THENCE departing the northeast right-of-way line of Old Stagecoach Road, North 42°57'17" East, along the southeast line of the said 2.34 acre tract, being the northwest line of the fourth 64.873 acre tract, a distance of 527.86 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a nail found in the northwest line of the fourth 64.873 acre tract, at the easternmost corner of the 2.34 acre tract, being at the southeast corner of a remaining portion of a 50 acre tract described in a Exchange Warranty Deed to Stanley Carlton Hughson dated December 22, 1995 and appearing of record in Volume 1196, Page 849 of the Deed Records of Hays County, Texas, bears, North 42°57'17" East, a distance of 597.39 feet;

THENCE over and across the fourth 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following two (2) courses and distances:

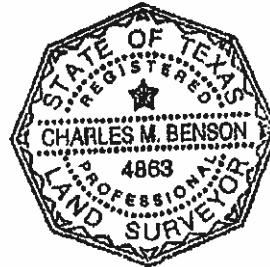
1. Along a curve to the left, having a radius of 540.00 feet, an arc length of 352.22 feet, and a chord which bears South 29°28'41" East, a distance of 346.01 feet to a 1/2" rebar with cap set;
2. South 48°09'47" East, a distance of 459.06 feet to the **POINT OF BEGINNING**, containing 13.179 acres of land, more or less.

Page 3 of 3

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**1.877 ACRES
TRACT TWO-B**

A DESCRIPTION OF 1.877 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (TRACT THREE) TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JAMES P. JANSEN AND PEGGY J. JANSEN DATED JANUARY 5, 1999 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 482 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.877 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (third 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (fourth 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to Dale Lowden Excavating Inc., dated January 5, 1999 and appearing of record in Volume 1498, Page 491 of the Deed Records of Hays County, Texas;

THENCE South 47°55'01" East, along the northeast line of the third 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 817.72 feet to a 1/2" rebar found at the east corner of the third 64.873 acre tract, being at the north corner of another 64.873 acre tract (second 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to Jefferson W. Barton et al dated January 5, 1999 and appearing of record in Volume 1498, Page 467 of the Deed Records of Hays County, Texas;

THENCE South 42°40'58" West, along the common line of the third 64.873 acre tract and the second 64.873 acre tract, a distance of 2639.87 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

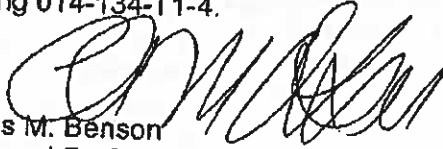
THENCE South 42°40'58" West, continuing along the common line of the third 64.873 acre tract and the second 64.873 acre tract, a distance of 100.01 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the third 64.873 acre tract, being the west corner of the second 64.873 acre tract bears South 42°40'58" West, a distance of 651.73 feet;

THENCE North 48°09'47" West, over and across the third 64.873 acre tract being the proposed southwest right-of-way line of Old Stagecoach Road, a distance of 817.77 feet to a 1/2" rebar with cap set in the northwest line of the third 64.873 acre tract, being the southeast line of the fourth 64.873 acre tract, from which a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road, being at the west corner of the third 64.873 acre tract, being also at the south corner of the fourth 64.873 acre tract bears South 42°40'58" West, a distance of 776.00 feet;

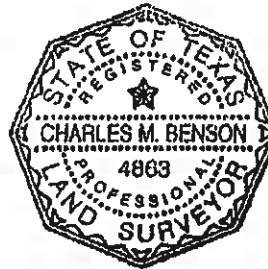
THENCE North 42°40'58" East, along the common line of the third 64.873 acre tract and the fourth 64.873 acre tract, a distance of 100.01 feet to a 1/2" rebar with cap set on the proposed northeast right-of-way line of Old Stagecoach Road, from which a concrete monument found in the common line of the third 64.873 acre tract and the fourth 64.873 acre tract bears North 42°40'58" East, a distance of 636.00 feet;

THENCE South 48°09'47" East, over and across the third 64.873 acre tract, being the proposed northeast right-of-way line of Old Stagecoach Road, a distance of 817.77 feet to the **POINT OF BEGINNING**, containing 1.877 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**13.405 ACRES
TRACT TWO-C**

A DESCRIPTION OF 13.405 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (TRACT THREE) TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JAMES P. JANSEN AND PEGGY J. JANSEN DATED JANUARY 5, 1999, AND APPEARING OF RECORD IN VOLUME 1498, PAGE 482 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 13.405 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (third 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (fourth 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to Dale Lowden Excavating Inc., dated January 5, 1999 and appearing of record in Volume 1498, Page 491 of the Deed Records of Hays County, Texas;

THENCE South 47°55'01" East, along the northeast line of the third 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 817.72 feet to a 1/2" rebar found at the east corner of the third 64.873 acre tract, being at the north corner of another 64.873 acre tract (second 64.873 acre tract) described in a Warranty Deed With Vendor's Lien to Jefferson W. Barton et al dated January 5, 1999 and appearing of record in Volume 1498, Page 467 of the Deed Records of Hays County, Texas;

THENCE South 42°40'58" West, along the common line of the third 64.873 acre tract and the second 64.873 acre tract, a distance of 2739.88 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South 42°40'58" West, continuing along the common line of the third 64.873 acre tract and the second 64.873 acre tract, a distance of 651.73 feet to a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the third 64.873 acre tract, being the west corner of the second 64.873 acre tract;

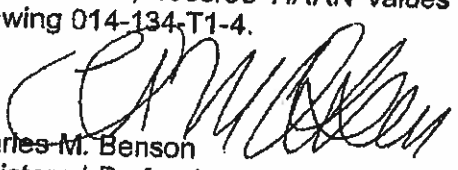
THENCE with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the third 64.873 acre tract, the following two (2) courses and distances:

1. North 56°50'06" West, a distance of 575.13 feet to a 1/2" rebar with cap set;
2. North 56°40'05" West, a distance of 253.84 feet to a 1/2" rebar found at the west corner of the third 64.873 acre tract, being also at the south corner of the fourth 64.873 acre tract;

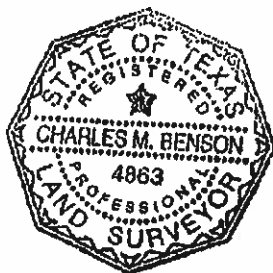
THENCE North 42°40'58" East, along the common line of the third 64.873 acre tract and the fourth 64.873 acre tract, a distance of 776.00 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a concrete monument found in the common line of the third 64.873 acre tract and the fourth 64.873 acre tract bears, North 42°40'58" East, a distance of 736.01 feet;

THENCE South 48°09'47" East, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, over and across the third 64.873 acre tract, a distance of 817.77 feet to the **POINT OF BEGINNING**, containing 13.405 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





**Professional Land Surveying, Inc.
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**1.951 ACRES
TRACT THREE-B**

A DESCRIPTION OF 1.951 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 (TRACT TWO) ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEFFERSON W. BARTON AND WIFE CINDY SLOVAK-BARTON, AND MITCHELL S. TAYLOR AND ELIZABETH ANN TAYLOR DATED JANUARY 5, 1999, AND APPEARING OF RECORD IN VOLUME 1498, PAGE 467 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (second 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (third 64.873 acre tract) described in a Warranty Deed with Vendor's Lien to James P. Jansen and wife, Peggy J Jansen dated January 5, 1999, and appearing of record in Volume 1498, Page 482 of the Deed Records of Hays County, Texas;

THENCE South 47°55'01" East, along the northeast line of the second 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 849.78 feet to a 1/2" rebar with cap set at the east corner of the second 64.873 acre tract, being at the north corner of another 64.873 acre tract (first 64.873 acre tract) described in a Warranty Deed with Vendor's Lien to Frank Hernandez and wife, Robin Watson dated January 5, 1999 and appearing of record in Volume 1498, Page 500 of the Deed Records of Hays County, Texas;

THENCE South 42°40'57" West, along the common line of the second 64.873 acre tract and the first 64.873 acre tract, at distance of 2005.94 feet passing a concrete monument found, and continuing for a total distance of 2640.82 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South 42°40'57" West, continuing along the common line of the second 64.873 acre tract and the first 64.873 acre tract, a distance of 100.83 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the second 64.873 acre tract, being the west corner of the first 64.873 acre tract bears South 42°40'57" West, a distance of 515.95 feet;

THENCE over and across the second 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following two (2) courses and distances:

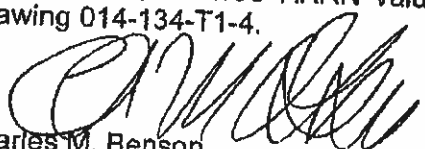
1. Along a curve to the left, having a radius of 440.00 feet, an arc length of 69.15 feet, and a chord which bears North 43°39'29" West, a distance of 69.08 feet to a 1/2" rebar with cap set;
2. North 48°09'47" West, a distance of 780.89 feet to a 1/2" rebar with cap set in the northwest line of the second 64.873 acre tract, being the southeast line of the third 64.873 acre tract, from which a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road at the south corner of the third 64.873 acre tract, being the west corner of the second 64.873 acre tract, bears South 42°40'58" West, a distance of 651.73 feet;

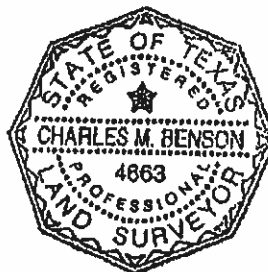
THENCE North 42°40'58" East, along the common line of the second 64.873 acre tract and the third 64.873 acre tract, a distance of 100.01 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road;

THENCE over and across the second 64.873 acre tract, with the proposed realigned northeast right-of-way line of Old Stagecoach Road the following two (2) courses and distances:

1. South 48°09'47" East, a distance of 779.41 feet to a 1/2" rebar found;
2. Along a curve to the right, having a radius of 540.00 feet, an arc length of 70.55 feet, and a chord which bears South 44°25'04" East, a distance of 70.50 feet to the **POINT OF BEGINNING**, containing 1.951 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
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December 15, 2003



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**11.445 ACRES
TRACT THREE-C**

A DESCRIPTION OF 11.445 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 (TRACT TWO) ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEFFERSON W. BARTON AND WIFE CINDY SLOVAK-BARTON, AND MITCHELL S. TAYLOR AND ELIZABETH ANN TAYLOR DATED JANUARY 5, 1999 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 467 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 11.445 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the north corner of the said 64.873 acre tract (second 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (third 64.873 acre tract) described in a Warranty Deed with Vendor's Lien to James P. Jansen and wife, Peggy J Jansen dated January 5, 1999, and appearing of record in Volume 1498, Page 482 of the Deed Records of Hays County, Texas;

THENCE South 47°55'01" East, along the northeast line of the second 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 849.78 feet to a 1/2" rebar with cap set at the east corner of the second 64.873 acre tract, being at the north corner of another 64.873 acre tract (first 64.873 acre tract) described in a Warranty Deed with Vendor's Lien to Frank Hernandez and wife, Robin Watson dated January 5, 1999 and appearing of record in Volume 1498, Page 500 of the Deed Records of Hays County, Texas;

THENCE South 42°40'57" West, along the common line of the second 64.873 acre tract and the first 64.873 acre tract, at distance of 2005.94 feet passing a concrete monument found, and continuing for a total distance of 2741.66 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South 42°40'57" West, continuing along the common line of the second 64.873 acre tract and the first 64.873 acre tract, a distance of 515.95 feet to a 1/2" rebar found in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the second 64.873 acre tract, being the west corner of the first 64.873 acre tract;

THENCE with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the second 64.873 acre tract, the following three (3) courses and distances:

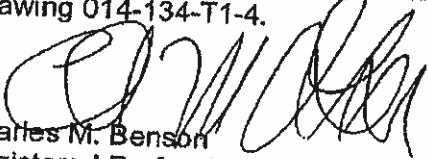
1. North 57°19'11" West, a distance of 61.92 feet to a nail found;
2. North 56°50'14" West, a distance of 743.01 feet to a nail found;
3. North 56°41'54" West, a distance of 56.74 feet to a 1/2" rebar found at the west corner of the second 64.873 acre tract, being also at the south corner of the third 64.873 acre tract;

THENCE North 42°40'58" East, along the common line of the second 64.873 acre tract and the third 64.873 acre tract, a distance of 651.73 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road;

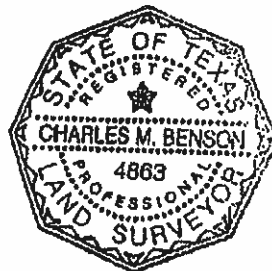
THENCE over and across the second 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following two (2) courses and distances:

1. South 48°09'47" East, a distance of 780.89 feet to a 1/2" rebar with cap set;
2. Along a curve to the right, having a radius of 440.00 feet, an arc length of 69.15 feet, and a chord which bears South 43°39'29" East, a distance of 69.08 feet to the **POINT OF BEGINNING**, containing 11.445 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





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**2.209 ACRES
TRACT FOUR-B**

A DESCRIPTION OF 2.209 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (FIRST TRACT) TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO FRANK HERNANDEZ AND WIFE, ROBIN WATSON DATED JANUARY 6, 1999 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 500 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 2.209 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar with cap set at the north corner of the said 64.873 acre tract (first 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (second 64.873 acre tract) described in a deed of record in Volume 1498, Page 467 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found for the northwest corner of the said second 64.873 acre tract bears North 47°55'01" East, a distance of 849.78 feet;

THENCE South 47°55'01" East, along the northeast line of the first 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 707.02 feet to a 1/2" rebar found in the northwest right-of-way line of the International & Great Northern Railroad (200' right-of-way), at the east corner of the first 64.873 acre tract, being at the south corner of the 199.238 acre tract;

THENCE South 34°19'42" West, with the northwest right-of-way line of the International & Great Northern Railroad, being the southeast line of the first 64.873 acre tract, a distance of 1708.00 feet to a 3/8" rebar found at the northeast corner of a 3 acre tract described in a Warranty Deed to James D. Neill, dated November 6, 1966 and appearing of record in Volume 1274, Page 329 of the Deed Records of Hays County, Texas;

THENCE departing the northwest right-of-way line of the International & Great Northern Railroad, South 42°30'44" West, along the common line of the first 64.873 acre tract and the said 3 acre tract, a distance of 1347.25 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE South $42^{\circ}30'44''$ West, continuing along the common line of the first 64.873 acre tract and the said 3 acre tract, a distance of 29.30 feet to a 1/2" rebar with cap set in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the first 64.873 acre tract, being the west corner of the 3 acre tract;

THENCE with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the first 64.873 acre tract, the following three (3) courses and distances:

1. North $59^{\circ}50'23''$ West, a distance of 170.53 feet to a 1/2" rebar with cap set;
2. North $82^{\circ}18'50''$ West, a distance of 60.65 feet to a 1/2" rebar with cap set;
3. North $56^{\circ}37'58''$ West, a distance of 62.50 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a 1/2" rebar with cap set for an angle point in the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the first 64.873 acre tract, bears North $56^{\circ}37'58''$ West, a distance of 92.47 feet;

THENCE departing the northeast right-of-way line of Old Stagecoach Road, over and across the first 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following three (3) courses and distances:

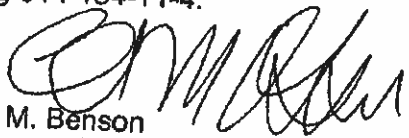
1. Along a curve to the right, having a radius of 540.00 feet, an arc length of 328.18 feet, and a chord which bears North $21^{\circ}25'02''$ West, a distance of 323.15 feet to a 1/2" rebar with cap set;
2. North $3^{\circ}59'57''$ West, a distance of 207.98 feet to a 1/2" rebar with cap set;
3. Along a curve to the left, having a radius of 440.00 feet, an arc length of 269.96 feet, and a chord which bears North $21^{\circ}34'45''$ West, a distance of 265.74 feet to a 1/2" rebar with cap set in the northwest line of the first 64.873 acre tract, being the southeast line of the second 64.873 acre tract, from which a 1/2" rebar found at the south corner of the second 64.873 acre tract, being the west corner of the first 64.873 acre tract, bears South $42^{\circ}40'57''$ West, a distance of 515.95 feet;

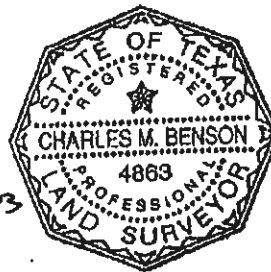
THENCE North 42°40'57" East, along the common line of the first 64.873 acre tract and the second 64.873 acre tract, a distance of 100.83 feet to a 1/2" rebar with cap set in the proposed realigned northeast right-of-way line of Old Stagecoach Road, from which a concrete monument found in the common line of the first 64.873 acre tract and the second 64.873 acre tract bears North 42°40'57" East, a distance of 634.88 feet;

THENCE over and across the first 64.873 acre tract, with the proposed realigned northeast right-of-way line of Old Stagecoach Road, the following four (4) courses and distances:

1. Along a curve to the right, having a radius of 540.00 feet, an arc length of 345.63 feet, and a chord which bears South 22°20'19" East, a distance of 339.76 feet to a 1/2" rebar found;
2. South 3°59'57" East, a distance of 207.98 feet to a 1/2" rebar found;
3. Along a curve to the left, having a radius of 440.00 feet, an arc length of 374.69 feet, and a chord which bears South 28°24'11" East, a distance of 363.47 feet to a 1/2" rebar found;
4. South 52°50'20" East, a distance of 156.73 to the **POINT OF BEGINNING**, containing 2.209 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
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December 15, 2003



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**3.955 ACRES
TRACT FOUR-C**

A DESCRIPTION OF 3.955 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 64.873 ACRE (FIRST TRACT) TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO FRANK HERNANDEZ AND WIFE, ROBIN WATSON DATED JANUARY 6, 1999 AND APPEARING OF RECORD IN VOLUME 1498, PAGE 500 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 3.955 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar with cap set at the north corner of the said 64.873 acre tract (first 64.873 acre tract), being in the southwest line of a 199.238 acre tract described in a deed of record in Volume 427, Page 419 of the Deed Records of Hays County, Texas, being also at the easternmost corner of another 64.873 acre tract (second 64.873 acre tract) described in a deed of record in Volume 1498, Page 467 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found for the northwest corner of the said second 64.873 acre tract bears North 47°55'01" East, a distance of 849.78 feet;

THENCE South 47°55'01" East, along the northeast line of the first 64.873 acre tract, being the southwest line of the said 199.238 acre tract, a distance of 707.02 feet to a 1/2" rebar found in the northwest right-of-way line of the International & Great Northern Railroad (200' right-of-way), at the east corner of the first 64.873 acre tract, being at the south corner of the 199.238 acre tract;

THENCE South 34°19'42" West, with the northwest right-of-way line of the International & Great Northern Railroad, being the southeast line of the first 64.873 acre tract, a distance of 1708.00 feet to a 3/8" rebar found at the northeast corner of a 3 acre tract described in a Warranty Deed to James D. Neill, dated November 6, 1966 and appearing of record in Volume 1274, Page 329 of the Deed Records of Hays County, Texas;

THENCE departing the northwest right-of-way line of the International & Great Northern Railroad, South 42°30'44" West, along the common line of the first 64.873 acre tract and the said 3 acre tract, a distance of 1376.55 feet to a 1/2" rebar with cap set in the northeast right-of-way line of Old Stagecoach Road (right-of-way width varies) at the south corner of the first 64.873 acre tract, being the west corner of the 3 acre tract;

THENCE with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the first 64.873 acre tract, the following three (3) courses and distances:

1. North 59°50'23" West, a distance of 170.53 feet to a 1/2" rebar with cap set;
2. North 82°18'50" West, a distance of 60.65 feet to a 1/2" rebar with cap set;
3. North 56°37'58" West, a distance of 62.50 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the easternmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE continuing with the northeast right-of-way line of Old Stagecoach Road, being the southwest line of the first 64.873 acre tract, the following two (2) courses and distances:

1. North 56°37'58" West, a distance of 92.47 feet to a 1/2" rebar with cap set;
2. North 57°05'57" West, a distance of 598.85 feet to a 1/2" rebar found at the west corner of the first 64.873 acre tract, being also at the south corner of the second 64.873 acre tract, from which a 60D Nail found for a point of intersection on the southwest line of the said second 64.873 acre tract bears North 57°19'11" West, a distance of 61.92 feet;

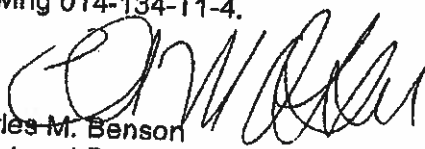
THENCE departing the northeast right-of-way line of Old Stagecoach Road, North 42°40'57" East, along the common line of the first 64.873 acre tract and the second 64.873 acre tract, a distance of 515.95 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road, from which a concrete monument found in the common line of the first 64.873 acre tract and the second 64.873 acre tract bears North 42°40'57" East, a distance of 735.71 feet;

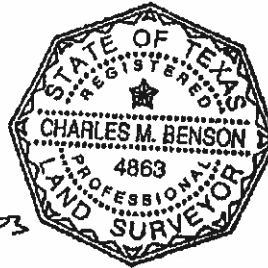
THENCE over and across the first 64.873 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, the following three (3) courses and distances:

1. Along a curve to the right, having a radius of 440.00 feet, an arc length of 269.96 feet, and a chord which bears South 21°34'45" East, a distance of 265.74 feet to a 1/2" rebar with cap set;

2. South 3°59'57" East, a distance of 207.98 feet to a 1/2" rebar with cap set;
3. Along a curve to the left, having a radius of 540.00 feet, an arc length of 328.18 feet, and a chord which bears South 21°25'02" East, a distance of 323.15 feet to the **POINT OF BEGINNING**, containing 3.955 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
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December 15, 2003



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**0.401 ACRES
TRACT FIVE-B**

A DESCRIPTION OF 0.401 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.34 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO ALAN DALE LOWDEN AND SHARON LANETTE LOWDEN DATED OCTOBER 10, 2000, AND APPEARING OF RECORD IN VOLUME 1728, PAGE 233 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 0.401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a 1/2" rebar found at the southwest corner of the said 2.34 acre tract, being in the northeasterly right-of-way line of Old Stagecoach Road (right-of-way width varies), being also in the northwest line of a 64.873 acre tract of land described in a Warranty Deed With Vendor's Lien to Dale Lowden Excavating Inc. dated December 29, 1998 and appearing of record in Volume 1498, Page 491 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found in the southwesterly right-of-way line of Old Stagecoach Road at the north corner of a 2.26 acre tract described in a General Warranty Deed to Stanley Hughson dated May 1, 2000 and appearing of record in Volume 1664, Page 811 of the Deed Records of Hays County, Texas bears South 42°57'17" West, a distance of 134.36 feet;

THENCE with the northeasterly right-of-way line of Old Stagecoach Road, being the northwest line of the 2.34 acre tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 665.00 feet, an arc length of 257.73 feet, and a chord which bears North 27°25'11" East, a distance of 256.12 feet to a 1/2" rebar found, from which a 1/2" rebar found in the southwesterly right-of-way line of Old Stagecoach Road bears North 51°27'22" West, a distance of 69.72 feet;
2. North 38°36'36" East, a distance of 373.61 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width) for the westernmost corner of the herein described tract of land and the true **POINT OF BEGINNING** hereof;

THENCE continuing along the northeasterly right-of-way line of Old Stagecoach Road, being the northwest line of the 2.34 acre tract, the following two (2) courses and distances:

1. North $38^{\circ}36'36''$ East, a distance of 231.20 feet to a 1/2" rebar found, from which a 1/2" rebar found in the southwest right-of-way line of Old Stagecoach Road bears North $51^{\circ}25'13''$ West, a distance of 70.01 feet;
2. Along a curve to the left, having a radius of 3020.00 feet, an arc length of 71.72 feet, and a chord which bears North $37^{\circ}54'34''$ East, a distance of 71.72 feet to a 1/2" rebar with cap set, from which a 1/2" rebar found in the northeasterly right-of-way line of Old Stagecoach Road, being the northwest corner of the 2.34 acre tract, bears North $35^{\circ}10'32''$ East, a chord distance of 216.42 feet;

THENCE departing the northeast right-of-way line of Old Stagecoach Road, over and across the 2.34 acre tract, the following two (2) courses and distances:

1. South $52^{\circ}46'15''$ East, a distance of 2.05 feet to a 1/2" rebar found in the proposed realigned northeast right-of-way line of Old Stagecoach Road;
2. With the proposed realigned northeast right-of-way line of Old Stagecoach Road, along a curve to the left, having a radius of 440.00 feet, an arc length of 291.91 feet, and a chord which bears South $18^{\circ}29'30''$ West, a distance of 286.58 feet to a 1/2" rebar with cap set in the southeast line of the 2.34 acre tract, being the northwest line of the 64.873 acre tract, from which a nail found in the northwest line of the said 64.873 acre tract, being the northeast corner of the 2.34 acre tract, bears North $42^{\circ}57'17''$ East, a distance of 464.63 feet;

THENCE South $42^{\circ}57'17''$ West, along the common line of the 2.34 acre tract and the 64.873 acre tract, a distance of 132.76 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road;

THENCE over and across the 2.34 acre tract, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, along a curve to the right, having a radius of 540.00 feet, an arc length of 133.57 feet, and a chord which bears North $3^{\circ}42'23''$ West, a distance of 133.23 feet to the **POINT OF BEGINNING**, containing 0.401 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003





**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**0.841 ACRES
TRACT FIVE-C**

A DESCRIPTION OF 0.841 ACRES OF LAND, OUT OF THE WILLIAM WARD LEAGUE SURVEY, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 2.34 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO ALAN DALE LOWDEN AND SHARON LANETTE LOWDEN DATED OCTOBER 10, 2000, AND APPEARING OF RECORD IN VOLUME 1728, PAGE 233 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 0.841 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the southwest corner of the said 2.34 acre tract, being in the northeasterly right-of-way line of Old Stagecoach Road (right-of-way width varies), being also in the northwest line of a 64.873 acre tract of land described in a Warranty Deed With Vendor's Lien to Dale Lowden Excavating Inc., dated December 29, 1998 and appearing of record in Volume 1498, Page 491 of the Deed Records of Hays County, Texas, from which a 1/2" rebar found in the southwesterly right-of-way line of Old Stagecoach Road at the north corner of a 2.26 acre tract described in a General Warranty Deed to Stanley Hughson dated May 1, 2000 and appearing of record in Volume 1664, Page 811 of the Deed Records of Hays County, Texas bears South 42°57'17" West, a distance of 134.36 feet;

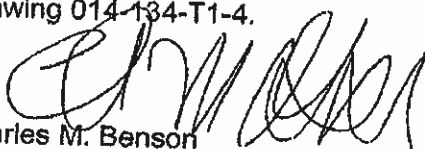
THENCE with the northeasterly right-of-way line of Old Stagecoach Road, being the northwest line of the 2.34 acre tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 665.00 feet, an arc length of 257.73 feet, and a chord which bears North 27°25'11" East, a distance of 256.12 feet to a 1/2" rebar found, from which a 1/2" rebar found in the southwesterly right-of-way line of Old Stagecoach Road bears North 51°27'22" West, a distance of 69.72 feet;
2. North 38°36'36" East, a distance of 373.61 feet to a 1/2" rebar with cap set in the proposed realigned southwest right-of-way line of Old Stagecoach Road (100' proposed right-of-way width), from which a 1/2" rebar found at a point of curvature in the northeasterly right-of-way line of Old Stagecoach Road, being the northwest line of the 2.34 acre tract, bears North 38°36'36" East, a distance of 231.20 feet;

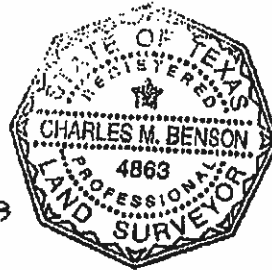
THENCE departing the northeast right-of-way line of Old Stagecoach Road, with the proposed realigned southwest right-of-way line of Old Stagecoach Road, over and across the 2.34 acre tract, along a curve to the left, having a radius of 540.00 feet, an arc length of 133.57 feet, and a chord which bears South 3°42'23" East, a distance of 133.23 feet to a 1/2" rebar with cap set in the northwest line of the said 64.873 acre tract, being the southeast line of the 2.34 acre tract, from which a nail found in the northwest line of the said 64.873 acre tract, being the northeast corner of the 2.34 acre tract, bears North 42°57'17" East, a distance of 597.39 feet;

THENCE South 42°57'17" West, along the common line of the 2.34 acre tract and the 64.873 acre tract, a distance of 527.86 feet to the **POINT OF BEGINNING**, containing 0.841 acres of land, more or less.

Surveyed on the ground in November 2003. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 014-134-T1-4.


Charles M. Benson
Registered Professional Land Surveyor
State of Texas No. 4863

December 15, 2003



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to approve the joinder of additional municipalities and counties in the Coalition of Central Texas Utilities Development Corporation; to approve amendment of the Corporation's Articles of Incorporation, the Bylaws to allow joinder; and to authorize the County Judge to execute amendment the Interlocal Agreement related to said Corporation to allow joinder.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: WHISENANT

SPONSORED BY: WHISENANT

SUMMARY: When the County approved the first round of documents last month and joined the Coalition, it was always contemplated that additional local governmental entities would join the Coalition as it proceeded toward an indicative bid. At this stage, the Cities of Sunrise Beach Village, Westlake, and Lometa and Bastrop County have resolved to join the Coalition. The Court should consider granting broad, advanced approval of amendments to the Articles, Bylaws, and Interlocal Agreement in the event additional entities decide to join.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF THE COUNTY OF HAYS, TEXAS, APPROVING AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION.

Whereas, the County of Hays, Texas (the "County") is participating in a coalition of local governments and communities of interest in response to the Lower Colorado River Authority ("LCRA") effort to transfer, sell and convey the local water and wastewater utilities, systems and facilities that provide water and/or wastewater service to local governments and communities;

Whereas, the County has joined as a sponsoring entity with other local governments to form and create the Coalition of Central Texas Utilities Development Corporation (the "Corporation") to serve as a vehicle and instrument to acquire the water and wastewater utilities, systems and facilities on behalf of some or all of the sponsoring local governments, and local communities that participate by contract, to preserve local control of vital services; and

Whereas, the County Commissioners Court approved the Corporation Articles of Incorporation on April 26, 2011; and

Whereas, the Articles of Incorporation of the Corporation may be amended by the Corporation Board of Directors upon approval of such amendment by the governing bodies of the sponsoring entities creating the Corporation;

Whereas, the Commissioners Court of the County has determined that an amendment to the Corporation Articles of Incorporation is wise, expedient, necessary and/or advisable.

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Amendment to Articles of Incorporation Approved. The Amendment to the Articles of Incorporation of the Coalition of Central Texas Utilities Development Corporation are hereby authorized and approved in substantially the form as spread on the minutes of this meeting, provided that if one or more of the sponsoring entities identified in the Articles of Incorporation fail to approve or withdraw their participation as sponsoring entities in the Corporation, reference to any of these non-participating local governments will be removed from the Articles of Incorporation without additional approval from the Commissioners Court.

Section 4. Approval of Directors. The directors named in Article VIII of the Articles of Incorporation, as amended, are hereby approved.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

Section 6. Effective Date. This resolution is effective upon adoption by the Commissioners Court.

PASSED AND ADOPTED this the ____th day of May 2011.

County of Hays, Texas

Attest:

Dr. Bert Cobb, County Judge

Liz Gonzalez, County Clerk,
Ex-Officio Clerk of the
Hays County Commissioners Court

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION

Pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code, as amended (the "Act"), the Articles of Incorporation of the Coalition of Central Texas Utilities Development Corporation are amended as follows:

ARTICLE I

The introductory paragraph of the Articles of Incorporation is hereby amended to read as follows:

"We, the undersigned natural persons, each of whom is eighteen (18) years of age, or more, and one being a qualified voter of the City of Leander, Texas; one being a qualified voter of the City of Bee Cave, Texas; one being a qualified voter of the County of Hays, Texas; one being a qualified voter of the City of Sunrise Beach Village, Texas; one being a qualified voter of the City of Lometa, Texas; one being a qualified voter of the County of Bastrop, Texas; and one being a qualified voter of the City of West Lake Hills, Texas, acting as incorporators of a corporation incorporated pursuant to *Subchapt. D, Chapter 431, Tex. Trans. Code* (the "Act"), in compliance with the procedures and requirements of *Chapt. 394, Tex. Loc. Gov't Code* ("Chapt. 394") and the *Texas Nonprofit Corporation Law, Chapter 22, Texas Business Organizations Code*, hereby adopt the following Articles of Incorporation for such corporation:"

Article V of the Articles of Incorporation is hereby amended to read as follows:

"The Local Governments shall be the sponsoring entities of the Corporation and considered the creating entities of the Corporation. The sponsoring entities are the City of Leander, Texas; the City of Bee Cave, Texas; the County of Hays, Texas; the City of Sunrise Beach Village, Texas; the City of Lometa, Texas; the City of West Lake Hills, Texas; and the County of Bastrop, Texas (the "Local Governments"). Other local governments may become sponsoring entities by amendment to these Articles, upon their individually complying with the Act and *Chapt. 394, Tex. Loc. Gov't Code*. The Corporation shall have no members and no stock."

Article VI of the Articles of Incorporation is hereby amended to read as follows:

"All powers of the Corporation shall be vested in a Board composed of directors appointed by the Local Governments. The Board of Directors is appointed by majority vote of the governing bodies of the City of Leander, the City of Bee Cave, the County of Hays, the City of Sunrise Beach Village, the City of Lometa, the City of West Lake Hills, and the County of Bastrop. The Board shall consist of seven (7) directors, and the initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. The initial Directors shall serve for

the term prescribed in the Bylaws. Subsequent Directors shall have the qualifications required by the Act and additional Directors may be appointed as provided in the Bylaws. Any Director may be removed from, with or without cause, by the Local Government that appointed the Director.”

Article VIII of the Articles of Incorporation is hereby amended to read as follows:

“The number of Directors constituting the Board is seven (7). The names, addresses, and positions of the initial Directors, as approved and appointed by the Local Governments are as follows:

Pix Howell, 635 Box Canyon Road, Wimberly, Texas 78676	Position One
Frank Salvato, 1613 Flint Court, Lakeway, Texas 78734	Position Two
Ray Whisenant, 206 Gatlin Street, Dripping Springs, Texas 78620	Position Three
[Sunrise Beach]	Position Four
[Lometa]	Position Five
[West Lake Hills]	Position Six
[Bastrop County]	Position Seven”

Article IX of the Articles of Incorporation is hereby amended to read as follows:

“The name and street addresses of the incorporators, each of which reside within the jurisdictional boundaries of the Local Governments are as follows:

Barbara Johnson, 703 Timarron, Leander, Texas 78641

Ray Whisenant, 206 Gatlin Street, Dripping Springs, Texas 78620

Jack McCool, 3504 Avendale Drive, Bee Cave, Texas 78738

[Sunrise Beach]

[Lometa]

[West Lake Hills]

[Bastrop County]”

Article X of the Articles of Incorporation is hereby amended to read as follows:

“The City Council of the City of Leander approved the Articles of Incorporation and the Directors named in Article VII by resolution as set forth in the April 11, 2011 City Council minutes, and approved this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 City Council minutes. The City Council of the City of Bee Cave approved the Articles of Incorporation and the Directors named in Article VIII by resolution as set forth in the April 12, 2011 City Council minutes, and approved this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 City Council minutes. The Commissioners Court of Hays County, Texas, approved the Articles of Incorporation and the Directors named in Article VIII by resolution as set forth in the April 26, 2011 minutes of the Commissioners Court, and approved this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 minutes of the Commissioners Court. The City Council of the City of Sunrise Beach Village approved the Articles of Incorporation and this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 minutes of the City Council. The City Council of the City of Lometa approved the Articles of Incorporation and this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 minutes of the City Council. The City Council of the City of West Lake Hills approved the Articles of Incorporation and this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 minutes of the City Council. The Commissioners Court of Bastrop County approved the Articles of Incorporation and this Amendment to the Articles of Incorporation by resolution as set forth in the May __, 2011 minutes of the Commissioners Court.”

ARTICLE II

These Articles of Amendment were adopted at a meeting of the Board of Directors held on May 12, 2011 and received the unanimous vote of all the Directors in attendance.

COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION

By: _____
Pix Howell, President

Attest: _____
Frank Salvato, Secretary

These Articles of Amendment were approved at a meeting of the City Council of Bee Cave held on ____ day of _____, 2011.

CITY OF BEE CAVE

By: _____
Caroline Murphy, Mayor

Attest: _____
Kaylynn Holloway, City Secretary

These Articles of Amendment were approved at a meeting of the City Council of Leander held on ____ day of _____, 2011.

CITY OF LEANDER

By: _____
John Cowman, Mayor

Attest: _____
Debbie Haile, City Secretary

These Articles of Amendment were approved at a meeting of the Hays County Commissioners' Court held on ____ day of _____, 2011.

COUNTY OF HAYS, TEXAS

By: _____
Dr. Bert Cobb, County Judge

Attest: _____
Liz Gonzalez, County Clerk,
Ex-Officio Clerk of the
Hays County Commissioners Court

These Articles of Amendment were approved at a meeting of the City of Sunrise Beach Village City Council held on ____ day of _____, 2011.

CITY OF SUNRISE BEACH VILLAGE, TEXAS

By: _____
Patricia E. Frain, Mayor

Attest: _____
Debbie Longoria, City Secretary

These Articles of Amendment were approved at a meeting of the City of Lometa City Council held on ____ day of _____, 2011.

CITY OF LOMETA, TEXAS

By: _____
Cynthia Kirby, Mayor

Attest: _____
Michelle Schueneman, City Secretary

These Articles of Amendment were approved at a meeting of the West Lake Hills City Council held on ____ day of _____, 2011.

CITY OF WEST LAKE HILLS, TEXAS

By: _____
Dave Claunch, Mayor

Attest: _____
Jane Rogers, City Secretary

These Articles of Amendment were approved at a meeting of the Bastrop County Commissioners' Court held on ____ day of _____, 2011.

COUNTY OF BASTROP, TEXAS

By: _____
Ronnie McDonald, County Judge

Attest: _____
Rose Pietsch, County Clerk

Agenda Item Request Form

Hays County Commissioners Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Change Order with Hunter Industries, Ltd. related to improvements on Ranch Road 12.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$221,452.66

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Change Order - RM 12 "The Junction Project" CSJ 0285-03-043

Contract Award Amount	\$ 2,652,986.01
Change Order Amount	\$ 221,452.66 (8.3% of Award)
New Contract Amount	\$ 2,791,854.00
County Project Budget	\$ 2,849,000.00
County Budget Remaining	\$ 57,146
Award Contract Length	262 Days
Time Adjustment	- 63 Days
New Contract Length	199 Days

Reason for Change Order:

The change order is required for design changes made during the TxDOT bidding process. It was determined during the bidding process to proceed with the letting the project and utilize the change order process to accommodate these design changes so not to delay the contract award and start date. The County and HDR have anticipated this change order and have proactively maintained the project budget to account for it. This change order also includes a design change made to the plans to accommodate a future shared use path for the ultimate build out of RR 12.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Change Order with Hunter Industries, Ltd. related to improvements on Ranch Road 12.

PREFERRED MEETING DATE REQUESTED: May 17, 2011

COUNTY AUDITOR

AMOUNT: \$221,452.66

LINE ITEM NUMBER: 027-803-96-758.5611_400

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Change Order - RM 12 "The Junction Project" CSJ 0285-03-043

Contract Award Amount	\$ 2,652,986.01
Change Order Amount	\$ 221,452.66 (8.3% of Award)
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County Budget Remaining	\$ 57,146
Award Contract Length	262 Days
Time Adjustment	- 63 Days
New Contract Length	199 Days

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 allow Broaddus & Associates to move forward with pre-construction design services with the design build team, Lott Brothers/GSC, for the Precinct 2 Office Building

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

Requests for Qualifications were released for the Precinct 2 building and returned to Hays County on March 30, 2011. Thirteen companies responded to the RFQ. The Precinct 2 steering committee scored each of the design-build teams and decided on four companies that would submit requests for proposal. When the RFPs were returned on April 29, 2011, the steering committee decided to interview each of the four companies. Through the interview process, the team of Lott Brothers and GSC were chosen as the design-build team.

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 utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the Emily Ann Theatre on the RM 2325 Priority Road Bond Program project.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: \$61,986.12

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 3 Commissioner Will Conley

SPONSORED BY: Pct 3 Commissioner Will Conley

SUMMARY:

The Pedernales Electric Cooperative currently has electric supply lines running parallel to RM 2325 within a private utility easement in the vicinity of Emily Ann Theatre near the RM 2325 / Carney Lane intersection. The existing power lines fall within the required TxDOT clear zone for the proposed RM 2325 roadway. Therefore, these lines must be relocated prior to the opening of the facility.

Since the utility is located within a private utility easement and the relocation is necessitated by the roadway construction, any costs associated with the relocation are reimbursable to the utility by the County.

Please find attached the partially executed PEC utility adjustment agreement in the amount of \$61,986.12. Approval of this agreement is required prior to PEC beginning adjustment of their electric lines.

Funds are available within the bond program budget.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 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 Right of Way acquisition on Ranch Road 12. Possible action may follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 17, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Summary to be provided in Executive Session.

