Commissioners Court –November 24, 2015
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **24th day of November, 2015**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PRESENTATIONS & PROCLAMATIONS

1	3-4	Presentation of Hays County Service Awards. **COBB/BAEN**

PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. **HERZOG**
3	6-9	Approve Commissioners Court Minutes of November 17, 2015. **COBB/GONZALEZ**
4	10-16	Approve Resolution to open an account with TexPool. **COBB/CARAWAY**
5	17	Authorize Commercial OSSF Permit at 24700 Ranch Road 12, Dripping Springs, TX. **WHISENANT/MCINNIS**
6	18-19	Accept a donation of $480 from Holly & Bruce Collie to Hays County Sheriff's Office Community Outreach Division and amend the budget accordingly. **COBB/CUTLER**
7	20-21	Ratify acceptance of donated items received prior to September 30th to the Sheriff's Office consisting of rifle supplies valued at $19,779 and amend the fiscal year 2015 budget accordingly. **COBB/CUTLER**
8	22-27	Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program. **COBB/CUTLER**
9	28-29	Authorize the Building Maintenance department to accept a donation from Kate and Bill Johnson for Courthouse Christmas decor and amend the budget accordingly. **COBB/GARZA**
10	30-32	Authorize the County Judge to execute an Image Management Plus Amendment, related to use of the Ricoh Copier in the Office of General Counsel. **COBB/KENNEDY**
11	33	Authorize the County Judge's Office to distribute one-time salary adjustment funds budgeted during the FY 2016 budget process. **COBB**
12	34-40	Authorize Pct. 1 Commissioner to increase the current Professional Services Agreement with Klotz & Associates regarding a drainage study along Bogie Lane. **INGALSBE/BORCHERDING**
13	41-42	Amend the District Attorney Drug Forfeiture Fund to budget forfeiture proceeds for one temporary full-time Administrative Assistant III, grade 110 effective December 1st through September 30, 2016, one laptop, continuing education and miscellaneous expenses. **COBB/MAU**
14	43-57	Authorize the County Judge to hire and sign a Professional Services Agreement with Klotz & Associates for a study of the drainage basin that feeds into Northpoint subdivision. **INGALSBE/BORCHERDING**
15	58-63	Authorize the County Judge to execute a Location Use Agreement between Hays County and ABC Studios related to filming at the Hays County Courthouse. **INGALSBE**

ACTION ITEMS

ROADS

16	64-70	Discussion and possible action to authorize Commissioner Ingalsbe to execute Supplement No. 3 to the Lockwood, Andrews & Newnam, Inc. Master Agreement and Work Authorization for professional services necessary to procure right-of-way for the Dacy Lane Phase 2 Priority Road Bond Program Project. **INGALSBE/JONES**

17	71-117	Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement with RS&H, Inc. for professional engineering services for inspection of construction phase on the FM 150 Center Turn Lane (Lox Drive to SH 21) project in Hays County as part of the Hays County/TxDOT Partnership Program. **INGALSBE**
18	118-135	Discussion and possible action to authorize County Judge to execute right of way donation deed for approximately 19.2 acres of property owned by 2428 Management, L.L.C. and on behalf of Hays County accept the portion of White Wing Trail from the existing intersection of Overpass Road and existing FM 2001 to Sunbright Blvd to the County's roadway system. **JONES**

MISCELLANEOUS

19	136-148	Discussion and possible action to authorize the County Judge to execute a professional services agreement with Klotz and Associates for Civil Engineering review related to the La Cima Public Improvements District. **COBB/GARZA**
20	149-151	Discussion and possible action to authorize the Development and Community Services department to add a telephone allowance effective October 1, 2015 for the Environmental Health Specialist slot 0235-005 per the data request form and amend the budget accordingly. **COBB/GARZA**
21	152	Discussion and possible action to authorize the County Judge to execute a professional services agreement with Fugro Geospatial Inc. for aerial imagery of the Blanco River areas affected by the Memorial Day 2015 flood. **COBB/GARZA**
22	153	Discussion and possible action to authorize General Counsel to engage outside counsel for the purposes of performing a Takings Impact Analysis and providing legal consultation related to proposed amendments to the Hays County Development Regulations. **COBB/KENNEDY/GARZA**

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.

23	154	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 along Ranch Road 12, in Precinct 3 of Hays County. Possible action to follow in open court. **CONLEY**

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.

24	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **COBB/CUTLER**
25	Discussion and possible action related to the burn ban and/or disaster declaration. **COBB/CHAMBERS**
26	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. **COBB**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20th day of November, 2015

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Presentation of Hays County Service Awards.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	November 24, 2015	n/a

LINE ITEM NUMBER

n/a

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Dee Dee Baen	COBB	N/A

SUMMARY

Presentation of Hays County Service Awards

Tuesday, November 24, 2015

5 YEARS

EXTENSION	EXTENSION AGENT	PARRISH, LAURA J.
SHERIFF	SHERIFF	CUTLER, GARY M.
SHERIFF	CHIEF DEPUTY - SO	PAGE, JAMIE R.
JP 2	JUSTICE CLERK	CHAPA, LETICIA J.

10 YEARS

SHERIFF	DEPUTY	HIPOLITO, MICHAEL
SHERIFF	SERGEANT	SMITH, SHANE EVERETT

15 YEARS

SHERIFF	CORPORAL CORRECTIONS	CHANEY, PETE C.

20 YEARS

SHERIFF	SERGEANT	BURNS, DAVID G.
BUILDING MAINTENANCE	LEAD FACILITY MAINTENANCE	VILLEGAS,DANIEL M

25 YEARS

SHERIFF	SERGEANT	CUNNINGHAM, STEVE WAYNE
SHERIFF	LEAD EMER COMM OFFICER	COURTNEY, JENNIFER L.

30 YEARS

ELECTIONS	ELECTIONS ADMINISTRATOR	COWAN,JOYCE A.
TRANSPORTATION	ROAD SUPERVISOR	PICASIO,RUBEN

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	HERZOG	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioner Court Minutes of November 17, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Gonzalez	COBB	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 17TH DAY OF NOVEMBER A.D., 2015, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	**COUNTY JUDGE**
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 INGALSBE GONZALES BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Lila Knight – Kyle resident spoke in favor of Dahlstrom Ranch.

31114 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of county invoices in the amount of $729,060.79 by the County Auditor. All voting "Aye". MOTION PASSED

31115 APPROVE COMMISSIONER COURT MINUTES OF NOVEMBER 10 AND 12, 2015

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Commissioner Court minutes of November 10 and 12, 2015 with the correction of resolution #31106, County Judge voted no. All voting "Aye". MOTION PASSED

31116 APPROVE A DONATION OF $1,500 FROM THE SAN MARCOS LIONS CLUB TO THE HAYS COUNTY SHERIFF'S OFFICE VICTIM SERVICE PROGRAM AND AMEND THE BUDGET ACCORDINGLY

The Sheriff's Office Victims Service Program received a donation to benefit the program with supplies and materials for victims as well as training for the volunteer unit. Budget Amendment: Increase Revenue 001-618-099.899.4610 Contributions $1,500.00 and Increase Expense 001-618-099.899.5201 General Supplies $1,500.00. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve a donation of $1,500 from the San Marcos Lions Club to the Hays County Sheriff's office Victim Service Program and amend the budget accordingly. All voting "Aye". MOTION PASSED**

31117 APPROVE UTILITY PERMITS

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve permit 963 on Centerpoint Road issued to Communication line (Century Link). All voting "Aye". MOTION PASSED

31118 ACCEPT THE DELIVERY OF THE INTERNAL EXAMINATION REPORTS FOR THE CONSTABLE PRECINCT 1 OFFICE, JUSTICE OF THE PEACE PRECINCT 2 OFFICE, AND THE JUVENILE PROBATION OFFICE

Internal Examination Reports for the Constable Precinct 1 Office, Justice of the Peace Precinct 2 Office, and the Juvenile Probation Office are were presented. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to accept the delivery of the internal examination reports for the Constable Precinct 1 office, Justice of the Peace Precinct 2 office, and the Juvenile Probation office. All voting "Aye". MOTION PASSED**

Clerk's Note: Commissioner Conley arrived at 9:12 a.m.

31119 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH PLATEAU LAND & WILDLIFE MANAGEMENT IN THE AMOUNT OF $8,085 FOR A WILDLIFE MANAGEMENT PLAN FOR THE DAHLSTROM RANCH PUBLIC ACCESS AREA

Dan Lyon – San Marcos resident spoke. Public access into the Dahlstrom Ranch will require conversion from the current agricultural exemption to a wildlife exemption. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute an agreement with Plateau Land & Wildlife management in the amount of $8,085 for a Wildlife Management plan for the Dahlstrom Ranch public access area. All voting "Aye". MOTION PASSED**

31120 AUTHORIZE THE EMERGENCY MANAGEMENT OFFICE TO ADD A TELEPHONE ALLOWANCE EFFECTIVE NOVEMBER 12, 2015 FOR A SIX MONTH PERIOD FOR THE TEMPORARY ASST. EMC POSITION AND AMEND THE BUDGET ACCORDINGLY

A stipend has been requested and approved for the new temporary Assistant EMC position via the Request/Justification Form for Electronics and Related Equipment/Services. This position will better serve the public after hours during emergencies by utilizing a smart phone. Budget Amendment 001-656-00.5489 Telephone & Data Lines ($210.00) and 001-656-00.5194 Telephone Allowance $210.00. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the emergency management office to add a telephone allowance effective November 12, 2015 for a six month period for the temporary Asst. EMC position and amend the budget accordingly. All voting "Aye". MOTION PASSED**

31121 AUTHORIZE PAYMENTS FOR SERVICES AND EQUIPMENT FOR THE HISTORICAL COMMISSION DEPARTMENT IN WHICH NO PURCHASE ORDER WAS ISSUED AS PER COUNTY PURCHASING POLICY

The Historical Commissioner had arborist services performed on the Auction Oak in Kyle during fiscal year 2015; the purchasing policy to obtain a purchase order prior to the work being completed was not followed. Also, equipment for the Kyle Depot project was purchased in FY16 without Court approval or a purchase order. This equipment purchase will be funded with contributions the Director has secured. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize payments for services and equipment for the historical commission department in which no purchase order was issued as per County Purchasing Policy. All voting "Aye". MOTION PASSED**

31122 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE CONSTRUCTION BOND, AND ACCEPT MAINTENANCE BOND FOR A 2-YEAR PERIOD FOR BELTERRA SUBDIVISION, PH. 1A, SECS. 16 & 17

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Transportation Department has inspected and approved the improvements. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept Road Construction and drainage improvements, Release of the Construction Bond, and accept of the Maintenance Bond for a 2-year period for Belterra Subdivision, Ph. 1 A, Secs. 16 & 1. All voting "Aye". MOTION PASSED**

31123 ADOPT A RESOLUTION TO CAST HAYS COUNTY'S 1,495 VOTES FOR LUANNE CARAWAY, CANDIDATE FOR THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Luanne Caraway was nominated on October 13, 2015. The memo and ballot from HCAD and a resolution casting Hays County's votes for a two (2) year term for Luanne Caraway were presented. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adopt a resolution to cast Hays County's 1,495 votes for Luanne Caraway, candidate for the Hays Central Appraisal District Board of Directors. All voting "Aye". MOTION PASSED**

31124 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TEXAS VETERANS COMMISSION FOR FUNDING TO ENHANCE OPERATIONS OF THE HAYS COUNTY VETERANS TREATMENT COURT

Jeff Hauff – Grants Director spoke. On December 17, 2013 the Hays County Commissioners Court authorized the creation of the Hays County Veterans (Treatment) Court within the jurisdiction of the Hays County Court-at-Law #2. The Veterans Treatment Court (VTC) provides for voluntary participation of defendants whose criminal cases are attributed to physical and mental injuries sustained during their tenure in military service and that hold the opportunity to have charges dismissed upon successful completion of a prescribed treatment program. The VTC was begun on a pilot basis in May, 2014 and has been funded by grants from the Governor's Office, Criminal Justice Division - Specialty Court Program since September, 2014. The proposed grant application is requesting $15,000.00 to pay for court fees associated with the expunction of the veteran defendants criminal records upon successful completion of the VTC as ordered by the Court and held by various agencies, and to provide further training for defense counsel assigned to the VTC. Legislation provides for the dismissal of the charge and it can also be ordered to expunge the record, but the legislation does not provide for a waiver of fees associated with the record deletions. It has been determined that the cost to expunge records in mandated fees alone is about $510.00 per individual, and defense counsel will process the paperwork pro bono, thereby allowing approximately 25 individuals to have coverage under the grant. Clearing these records will allow the veteran to gain a "fresh start" as they seek productive lifestyles and re-adapt to civilian life. The training contemplated under the grant is attendance at the National Association of Drug Court Professionals/Vet Court Con to be held in Anaheim, CA June 1-4, 2016. House Bill 1960 proposed during the 2015 Texas Legislative Session would have provided for the mandatory waiver of Court fees for expunctions for veterans successfully completing veteran treatment court programs but was left pending in committee. This grant will allow us to fulfill the intent of this legislation. No matching funds required. The grant term is from July 1, 2016 through June 30, 2017. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to submit a grant application to the Texas Veterans Commission for funding to enhance operations of the Hays County Veterans Treatment Court. All voting "Aye". MOTION PASSED**

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT ULTRA

Court convened into Executive session at 9:50 a.m. and reconvened into open court at 10:19 a.m. In Executive Session were Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Chief of Staff Lon Shell, General Counsel Mark Kennedy and Economic Development representative Project Ultra Adriana Cruz. No Action Taken.

DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY

Judge Cobb gave an update on the weekly jail population. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our capacity to 311. The jail's daily average was 306 and peak was 311 on November 14th for the week of November 8 to November 14, 2015. The maximum female capacity is 76 inmates. Last week's average was 68 and peak was 75 on 11/14/2015. The maximum male capacity is 256 inmates. Last week's average was 237 and peak was 242 on 11/10/2015. Inmate at Guadalupe County: 30. Inmate at Bastrop County: 18. Inmate at Caldwell County: 42. Inmate at Walker County: 1.

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Judge Cobb reported today's Drought Index at 63. He urged the citizens of Hays County to burn using extreme caution and to notify the local Fire Department when conducting outdoor burning.

DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR

Laura Harris of HNTB gave monthly update. Pass Through Program – Completed Projects. Pct. 1 – IH 35 Phase 2A (RM 150 realignment), IH 35 Phase 2B (FM 1626 to Yarrington), FM 110 (McCarty Lane to SH 123). Pct. 2 IH 35 Phase 1 (Kyle Crossing (CR 210) Overpass), FM 2001 (CR 210/IH 325 NB Frontage Road Connector), IH 35 Phase 2B (FM 1626 to Yarrington), FM 1626 North (from Brodie Lane to RM 967). Pct. 4 – US 290 West (Trautwein Road to Nutty Brown Road). Pass Through Program – Under Construction/Bidding – Yarrington Road Bridge (at IH 35). Completed/Open to Traffic – FM 110 (McCarty Lane to SH 123), IH 35 Phase 2B (RM 150 to FM 1626), IH 35 Phase 2A (RM 150 Realignment). Partnership Program – Planning/In Design – IH 35 Ramps Project (FM 150 to Blanco River), FM 110 (North, Middle, and South), IH 35 @ Posey Road. Under Construction/Bidding – FM 150 CTL (Lehman Rd. to SH 21). Pct. 2 – Pass Through Program – In Design – FM 1626 South (FM 2770 to RM 967). Complete/Open to Traffic – FM 1626 North (RM 967 to Brodie Lane), IH 35 Phase 2B (RM 150 to FM 1626), IH 35 Phase 1(CR 210 Overpass), FM 2001 (IH 35 NB Frontage Road Connector). Partnership Program – Planning/In Design – Robert S. Light Extension (IH 35 to FM 1626), FM 2001 (IH 35 to SH 21), FM 150 West Alignment (from IH 35 to Arroyo Ranch Rd.). Under Construction/Bidding – RM 967 (Cole Springs to FM 1626). Pct. 3 – Partnership Program – Planning/In Design – RM 12 (Junction at RM 12 to Wonder World Dr.), IH 35 at Posey Rd., FM 150 West Nature & Character Study (RM 12 to FM 2770). Pct. 4 – Pass Through Program – Completed/Open to Traffic – US 290 West (Trautwein Road to Nutty Brown Road). Partnership Program – Planning/In Design – FM 150 West Nature and Character Study (RM 12 to FM 2770), FM 150 West Alignment (FM 2770 to IH 35), IH 35 Ramp Reversals.

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adjourn court at 10:27 a.m.

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 November 17, 2015.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Resolution to open an account with TexPool

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Luanne Caraway	COBB	N/A

SUMMARY

In order to more efficiently handle the large mortgage company payments we need to have a direct deposit account with TexPool. We will then be able to move the money received to the appropriate taxing entity.

TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "TexPool Investment Pools"), and Hays County Tax Assessor-Collector (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

FORM CONTINUES ON NEXT PAGE

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

(a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.

(b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

(a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.

(b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

(a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.

(b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.

(c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures

(a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.

(b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.

(c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

FORM CONTINUES ON NEXT PAGE

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the ***Participant***:

Hays County Tax Assessor-Collector
Participant

712 S. Stagecoach Trail
Address

San Marcos, TX 78666
City, State, Zip

5 1 2 3 9 3 5 5 1 9
Telephone

5 1 2 3 9 3 5 5 4 7
Fax

To ***Trust Company*** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-3716
FAX No.: (512) 463-0823

To ***TexPool Investment Pools*** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Ave., Suite 1400
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 74-6002241. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notifies, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

FORM CONTINUES ON NEXT PAGE

Article VI: Miscellaneous (continued)

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

(a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.

(b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In **Witness Whereof**, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT:

Signature

Luanne Caraway
Printed Name

Tax Assessor-Collector
Title

1 1 2 4 2 0 1 5
Date

TEXAS TREASURY SAFEKEEPING TRUST COMPANY
COMPTROLLER OF PUBLIC ACCOUNTS

Signature

Printed Name

Title

Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the ____ day of _____, 20___.

Signature

Printed Name

Title

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

WHEREAS, Hays County Tax Assessor-Collector ("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("**TexPool/TexPool Prime**"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

A. That Participant shall enter into a Participation Agreement to establish an account in its name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.

B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.

Signature	5123935519 (Telephone Number)
Luanne Caraway (Printed Name)	5123935547 (Fax Number)
Tax Assessor-Collector (Title)	luanne@co.hays.tx.us (Email)

2.

Signature	5123935515 (Telephone Number)
Nancy Heathman (Printed Name)	5123935547 (Fax Number)
Accountant (Title)	nancy_heathman@co.hays. (Email)

3.

Signature	5123935514 (Telephone Number)
Jessica Gonzales (Printed Name)	5123935547 (Fax Number)
Tax Assessor-Collector Specialist (Title)	jessica.gonzales@co.hays.tx.us (Email)

4.

Signature	5123935508 (Telephone Number)
Jenifer O'Kane (Printed Name)	5123935547 (Fax Number)
Chief Deputy Tax Assessor-Collector (Title)	jenifer.okane@co.hays.tx.us (Email)

FORM CONTINUES ON NEXT PAGE

Authorized Representatives of the Participant (continued)

5.

Signature | Telephone Number

Printed Name | Fax Number

Title | Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Nancy Heathman

Printed Name

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.

Printed Name | Telephone Number

Title | Fax Number

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 24 Day of November, 2015.

Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Hays County

Name of Participant

SIGNED:

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize Commercial OSSF Permit at 24700 Ranch Road 12, Dripping Springs, TX.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Roxie McInnis, Development Services Manager	WHISENANT	N/A

SUMMARY

Bruce Bebee is proposing an Office/Warehouse building in Precinct 4. The on-site sewage facility was designed by Kyle DeHart, R.S. for a daily flow rate of 180 gallons. The property is 18.3 acres in size.
This on-site sewage facility is composed of pretreatment tank, equalization tank, and a 600 gallon per day aerobic treatment unit. A pump tank will dose the metered flow to a surface irrigation dispersal field.
The water supply will be private water well.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept a donation from Holly & Bruce Collie to Hays County Sheriff's Office Community Outreach Division and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

The Community Outreach Division received a donation of $480.00 from Holly & Bruce Collie to be used for the youth programs held by the division. The donation will provide supplies for the many youth programs held throughout the year.

Budget Amendment
Increase 052-618-00.4610 Contributions $480.00
Increase 052-618-00.5222 Special Projects $480.00

AMENDMENT NO.
FY2016-007CC
FY 2016 BUDGET
11/24/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
SHERIFF'S SPECIAL PROJECT FUND (052):						
Agenda Item #6						
Sheriff's Office:					(Revenue)	
	052-618-99-899.4610	Contributions	500		480	980
	052-618-99-899.5222	Crime Prevention	500	480		980

*Accept donation from the Collie's for youth programs.

GENERAL FUND (001):						
Agenda Item #9						
Building Maintenance:					(Revenue)	
	001-695-00.4610	Contributions	0		2,500	2,500
	001-695-00.5201	General Supplies	13,300	2,500		15,800

*Accept donation from Bill and Kate Johnson for Courthouse Christmas Décor.

DISTRICT ATTORNEY DRUG FORFEITURE FUND (081):						
Agenda Item #13						
District Attorney:					(Revenue)	
	081-607-00.4514	Forfeiture Proceeds	0		48,190	48,190
	081-607-00.5021	Staff Salaries	0	27,853		27,853
	081-607-00.5101_100	FICA	0	1,727		1,727
	081-607-00.5101_200	Medicare	0	404		404
	081-607-00.5391	Miscellaneous	816	11,815		12,631
	081-607-00.5551	Continuing Education	2,000	5,000		7,000
	081-607-00.5712_400	Computer Equipment	4,044	1,391		5,435
				48,190	(48,190)	

*Budget forfeiture proceeds for temp Admin III, laptop, cont ed and misc expenses.

GENERAL FUND (001):						
Agenda Item #18						
Development Services:						
	001-657-00.5194	Telephone Allowance	2,450	420		2,870
	001-657-00.5489	Telephone Expense	11,700		(420)	11,280

*Amend for EHS slot 0235-005 cell phone allowance.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify acceptance of donated items received prior to September 30th to the Sheriff's Office consisting of rifle supplies valued at $19,779 and amend the fiscal year 2015 budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$19,779

LINE ITEM NUMBER

001-618-00.4610

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

In August and September of 2015 the Sheriff's Office received an offer from Magpul to have several rifle supplies and accessories to be donated. The items consist of mounts, rails, forends, gun stocks, grips etc. all to be used with the current AR-15's assigned to Deputy's. All items were received during the month of September 2015.

FY15 Budget Amendment:
Increase 001-618-00.5206 LE Supplies
Increase 001-618-00.4610 Contributions

AMENDMENT NO.
FY2015-043CC
FY 2015 BUDGET
11/24/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
GENERAL FUND (001):						
Agenda Item #7						
Sheriff's Office:					(Revenue)	
	001-618-00.4610	Contributions	5,000		19,779	24,779
	001-618-00.5206	Law Enforcement Supplies	89,278	19,779		109,057

*Accept donated rifle supplies from Magpul.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	COBB	N/A

SUMMARY

OMB Number 1123-0011
Expires January 31, 2018

Equitable Sharing Agreement and Certification

○ Police Department ◉ Sheriff's Office ○ Task Force (Complete Table A)

○ Prosecutor's Office ○ National Guard Counterdrug Unit ○ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Hays County Sheriff's Office

NCIC/ORI/Tracking Number: T X 1 0 5 0 0 0 0

Mailing Address: 1307 UHLAND ROAD

City: SAN MARCOS **State:** TX **Zip:** 7866

Finance Contact: First: Bill Last: Herzog

Phone: 512-393-2283 Email: bill.herzog@co.hays.tx.us

Preparer: First: Yvette Last: Johnson

☐ Same as Finance Contact Phone: 512-393-7890 Email: yvette_johnson@co.hays.tx.us

Last FY End Date: 09/30/2015 **Agency Current FY Budget:** $29,240,016.00

○ **New Participant:** Read Equitable Sharing Agreement and sign Affidavit

◉ **Existing Participant:** Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

○ **Amended Form:** Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	$70,730.49	$11,100.48
2	Equitable Sharing Funds Received	$29,602.76	$25,979.84
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income		
5	Interest Income ○ Non-Interest Bearing ◉ Interest Bearing	$88.03	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$100,421.28	$37,080.32
7	Equitable Sharing Funds Spent (total of lines a - n below)	$52,997.95	$31,574.33
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$47,423.33	$5,505.99

[1] Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law enforcement operations and investigations		
b	Training and education	$4,610.72	
c	Law enforcement, public safety, and detention facilities	$14,762.80	
d	Law enforcement equipment	$22,433.55	$31,574.33
e	Joint law enforcement/public safety operations		
f	Contracting for services		
g	Law enforcement travel and per diem	$3,383.80	
h	Law enforcement awards and memorials	$2,731.42	
i	Drug, gang, and other education or awareness programs	$5,075.66	
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
	Total:	$52,997.95	$31,574.33

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: NCIC/ORI/Tracking Number:		

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type		Justice Funds	Treasury Funds
◯ Overtime	◯ Match for Federal Salary Grant		
◯ DARE/SRO Officer	◯ Federal Task Force Replacement Officer		

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section:
1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide).*

4. **Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide,* including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide.*

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. **Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the Equitable Sharing Agreement and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *cuiaw*during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

If you answered yes to the above question, complete Table II

Name: _____ Title: _____

Email: _____

Agency Head Electronic Signature

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs. The Law Enforcement Head also certifies that no items on the Prohibited List, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds after May 18, 2015.

Governing Body Head Electronic Signature

Name: _____ Title: _____

Email: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Building Maintenance department to accept a donation from Kate and Bill Johnson for Courthouse Christmas decor and amend the budget accordingly

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$2,500

LINE ITEM NUMBER

001-695-00.4610

AUDITOR USE ONLY

AUDITOR COMMENTS:
Se attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza	COBB	N/A

SUMMARY

The Johnson's have generously donated funds to be used for the purchase of Christmas decorations for the downtown Courthouse located at 111 E. San Antonio Street.

Budget Amendment:
Increase Contributions .4610
Increase General Supplies .5201

AMENDMENT NO.
FY2016-007CC
FY 2016 BUDGET
11/24/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
SHERIFF'S SPECIAL PROJECT FUND (052):						
Agenda Item #6						
Sheriff's Office:					(Revenue)	
	052-618-99-899.4610	Contributions	500		480	980
	052-618-99-899.5222	Crime Prevention	500	480		980

*Accept donation from the Collie's for youth programs.

GENERAL FUND (001):						
Agenda Item #9						
Building Maintenance:					(Revenue)	
	001-695-00.4610	Contributions	0		2,500	2,500
	001-695-00.5201	General Supplies	13,300	2,500		15,800

*Accept donation from Bill and Kate Johnson for Courthouse Christmas Décor.

DISTRICT ATTORNEY DRUG FORFEITURE FUND (081):						
Agenda Item #13						
District Attorney:					(Revenue)	
	081-607-00.4514	Forfeiture Proceeds	0		48,190	48,190
	081-607-00.5021	Staff Salaries	0	27,853		27,853
	081-607-00.5101_100	FICA	0	1,727		1,727
	081-607-00.5101_200	Medicare	0	404		404
	081-607-00.5391	Miscellaneous	816	11,815		12,631
	081-607-00.5551	Continuing Education	2,000	5,000		7,000
	081-607-00.5712_400	Computer Equipment	4,044	1,391		5,435
				48,190	(48,190)	

*Budget forfeiture proceeds for temp Admin III, laptop, cont ed and misc expenses.

GENERAL FUND (001):						
Agenda Item #18						
Development Services:						
	001-657-00.5194	Telephone Allowance	2,450	420		2,870
	001-657-00.5489	Telephone Expense	11,700		(420)	11,280

*Amend for EHS slot 0235-005 cell phone allowance.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute an Image Management Plus Amendment, related to use of the Ricoh Copier in the Office of General Counsel.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$20.36/mo

LINE ITEM NUMBER

001-614-00.5473

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	COBB	N/A

SUMMARY

This Amendment will prevent excessive surcharges for color images printed from the Ricoh copier.

IMAGE PLUS Management AMENDMENT

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS IMAGE MANAGEMENT PLUS AMENDMENT (this "Amendment"), dated as of the _____ day of _____, 20____, is to that certain agreement no. 3600741 - 1009769A27 (the "Agreement") between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and the customer identified below ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Customer Information:

Customer Name: HAYS, COUNTY OF

Address: 111 E SAN ANTONIO ST

City: SAN MARCOS County: HAYS State: TX Zip: 78666

Term of Amended Agreement: This Amendment extends the current term of the Agreement as follows: **YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT, AS OF THE DATE OF OUR ACCEPTANCE OF THIS AMENDMENT, AS INDICATED BY OUR SIGNATURE BELOW, THIS AMENDMENT EXTENDS THE CURRENT TERM OF YOUR EXISTING AGREEMENT REFERENCED ABOVE BY ANOTHER** ZERO (0) **MONTHS ("Extension Period") FROM THE CURRENT EXPIRATION DATE. (*Initial*: _____).** The Extension Period for the existing Equipment subject to the Agreement will be treated as a month-to-month renewal of the Agreement for such existing Equipment. For Equipment added pursuant to this Amendment, the current term of the Agreement (which is equal to the sum of the remaining term of the Agreement plus the Extension Period) will be treated as the "Minimum Term" of such added Equipment.

Equipment Change: Equipment added pursuant to this Amendment will be subject to the terms and conditions of the Agreement, as amended by this Amendment.

☐ Equipment Change ☒ Image Volume Change ☐ Both

	Quantity	Make/Model	Beginning/Ending Meter	Serial #
Add				
Add				
Add				
Add				
Add				
Add				
Add				
Add				
Add				
Add				
Delete				
Delete				
Delete				
Delete				
Delete				
Delete				
Delete				
Delete				
Delete				
Delete				

Customer Initials

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

Amended Billing: If (a) Equipment is deleted above in connection with the replacement of such Equipment with Equipment added above or with items of equipment supplied by Ricoh USA, Inc. pursuant to an agreement comparable to the Agreement or (b) Equipment is added above, then amendments to the Guaranteed Minimum Images, Cost of Additional Images and Minimum Payment, as specified below, will take effect on the delivery and acceptance date of the added Equipment or replacement equipment, as applicable. Otherwise, amendments to the Guaranteed Minimum Images, Cost of Additional Images and Minimum Payment, as specified below, will take effect on the first payment due date after our acceptance of this Amendment.

	Guaranteed Minimum Images		Cost of Additional Images		Minimum Payment (Without Tax)
	Black & White	Color	Black & White	Color	
From	2000	0	$0.0110	$0.075	$ 246.54
To	1500	600	$0.0084	$0.0546	$ 266.90

Cost Per Image: If the Agreement references a "Cost Per Image," such reference is hereby deleted. The Minimum Payment referenced above will not increase during the Minimum Term, as extended by the Extension Period described above, without the prior written consent of you and us.

Equipment Removal: You authorize us or our designee to pick up and remove the Equipment deleted pursuant to this Amendment (the "Deleted Equipment"). By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our or our designee's obligations to pick up and remove the Deleted Equipment, neither us nor any of our designees assumes any of your obligations, payment or otherwise, under the Agreement, which shall remain your sole responsibility. As a material condition to our or our designee's obligation to pick up and remove the Deleted Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to the Deleted Equipment.

Customer acknowledges and agrees that the Agreement, as amended by this Amendment, is UNCONDITIONAL AND NON-CANCELABLE.

Authorized Signatures:

CUSTOMER

X By: _____
Authorized Signature Date

_____
Print Authorized Signer Name Title

By: _____
Authorized Signature Date

_____
Print Authorized Signer Name Title

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge's Office to distribute one-time salary adjustment funds budgeted during the FY 2016 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$50,000

LINE ITEM NUMBER

001-645-00.5091

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Bert Cobb, M.D.	COBB	N/A

SUMMARY

Funds were budgeted during the FY 2016 budget process for one-time payments to be distributed to select personnel. The County Judge's Office will meet with Department Heads to determine eligibility and will submit the appropriate payroll notices to the Treasurer's Office in order to meet the December 15th payroll.

No additional funds are needed.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize Pct. 1 Commissioner to increase the current Professional Services Agreement with Klotz & Associates regarding a drainage study along Bogie Lane.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$22,000 (original PSA + $12,000 (increase)

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	INGALSBE	N/A

SUMMARY

The Bogie Lane area experienced exceptional flooding during the 2015 Memorial Day event and to a lesser degree during the Halloween Flood of 2015. This study investigated possible mitigation strategies. We now need to have a public meeting to distribute the results of the study and to discuss other critical issues such as buyout procedures.

RPS klotz associates

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into as of this _____ day of _____, 2015, by and between Klotz Associates, Inc. of Travis County, Texas ("Engineer"), and

Hays County, Texas
("Client")

That whereas the Client has requested services of the Engineer in relation to:

Bogie Lane Drainage Engineering Services
("Project")

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants set forth below, agree as follows:

The attached proposal ("Proposal") is accepted by the Client and is incorporated herein as part of the Agreement.

Upon receipt by Engineer of a fully executed copy of this Agreement, the Engineer will develop and provide the Client with data, information and any opinions relating to the Project that are requested by the Client and provided for in the Proposal; proceed with the Basic Services more fully described in the Proposal; and proceed with any Additional Services as authorized by Client under the terms of the Proposal. Authorization to perform Additional Services under this Agreement may be oral or in writing. The Engineer will inform the Client on the progress of the Engineer's services.

The Client accepts responsibility for providing the Engineer with all available information pertinent to the Project, including previous reports and any other relevant data, and will arrange for and provide access for the Engineer to enter upon public and private lands as required for the Engineer to perform services under this Agreement, without liability of any nature to the Engineer except for liability due to Engineer's own negligence or willful misconduct.

Unless otherwise agreed in writing or set forth in the Proposal, Engineer will complete the Basic Services and any authorized Additional Services within a reasonable time following Engineer's receipt of Client's authorization to proceed. Client agrees to not hinder or delay Engineer's progress with the services.

Payments for services of the Engineer will be based on a fixed price of Twenty Two Thousand Dollars ($22,000.00). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice. Charges for Reimbursable Expenses, if any, will be described in the attached proposal.

Client agrees to pay Engineer's reasonable expenses incurred in connection with the Project ("Reimbursable Expenses"). Reimbursable Expenses shall include the Engineer's cost of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project; consultant's fees; field office expenses; toll telephone calls and telegrams; costs of reproduction of reports, drawings and similar Project related items; and other similar charges actually incurred by Engineer. Reimbursable expenses will be charged at Engineer's cost plus 15%.

Client agrees to pay for all Additional Services in accordance with the Proposal. Engineer will not proceed with Additional Services until authorized by Client to do so.

Payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made by the Client within thirty (30) days of the date of Engineer's invoice. All amounts not paid the Engineer within thirty days of the date of Engineer's invoice shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for all services actually performed and all Reimbursable Expenses incurred prior to termination and, if the termination is by Client, any Reimbursable Expenses reasonably incurred by Engineer as a consequence of Client's termination. Engineer shall not be required to deliver to Client any of Engineer's Instruments of Service (defined below) unless and until Engineer is paid in full.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement, including any liability for attorney's fees or costs of litigation, shall not exceed the total compensation actually received by Engineer for Basic and Additional Services, if any, under this Agreement. Client further agrees that Engineer shall not be liable to Client for any injuries, claims, losses, expenses, or damages, except to the extent caused by Engineer's own professional negligence or willful misconduct. There are no third party beneficiaries of this Agreement. Engineer's work product, including the Instruments of Service (defined below) are not intended for use by any other person or entity except Client and may not be relied upon by anyone other than Client for any purpose whatsoever.

All of Engineer's work product and documents, including original drawings, estimates, specifications, field notes and data (collectively, the "Instruments of Service"), are and shall remain the property of the Engineer. Conditioned on Client's payment in full to Engineer for the Basic Services, Additional Services, and Engineer's Reimbursable Expenses, Client shall be entitled to retain a reproducible copy of the Instruments of Service and is hereby granted a limited, non-transferrable license to use such Instruments of Service solely for purposes of the Project.

The following persons are hereby designated as the authorized representatives of Client and Engineer, respectively, for all purposes under this Agreement.

For Client:
Name: Jerry Borcherding, P.E.
Address: P.O. Box 906
San Marcos, Texas 78667
Phone: 512.393.7385
Email: jerry@co.hays.tx.us

For Engineer:
Name: Scott Dukette, P.E.
Address: 901 South Mopac Expressway
Bldg. V, Suite 220
Austin, Texas 78746
Phone: 512.468.2331
Email: scott.dukette@klotz.com

This Agreement represents the entire, integrated agreement between the Engineer and the Client with respect to the Project and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

CLIENT:
Hays County

_____
Name Date

_____
Title

ENGINEER:
Klotz Associates, Inc.

SE Dukette 7/31/15
Name: Scott Dukette, P.E. Date

Vice President
Title

RPS klotz associates

901 South Mopac Expressway, Building V, Suite 220, Austin, Texas 78746
T 512 328 5771 E email@klotz.com W www.rpsgroup.com | www.klotz.com

July 31, 2015

Mr. Jerry Borcherding, P.E.
Hays County, County Engineer
P.O. Box 906
San Marcos, Texas 78667-0906

Re: Fee Proposal for Bogie Lane Drainage Engineering Services
Hays County, Texas
RPS Klotz Associates Proposal Number 2015-37

Dear Mr. Borcherding:

We appreciate the opportunity to provide drainage engineering services associated with assessing flooding concerns in the Bogie Lane neighborhood in Hays County, Texas.

This area is subject to substantial localized and riverine flooding. The riverine flooding is primarily driven by overtopping of east bank of the Blanco River just upslope of Bogie Lane during extreme events such as the 4% annual chance (25-year) and larger storms. The local flooding is primarily driven by relatively flat grades on the existing single-family lots and limited stormwater conveyance capacity along Bogie Lane.

This scope of services will evaluate the localized flooding issues during more frequent storm events (i.e., more frequent than the 4% annual chance event) and identify options for improvement. We will:

1. Assess the existing drainage conditions along properties fronting Bogie Lane just west of State Highway 20 during more frequent storm events. This initial effort will include data gathering, analysis, and planning to identify up to three cost-effective solutions that will reduce the occurrence of local flooding impacts to roads and property.
2. Develop basic hydrologic data using the Rational Method and/or the NRCS Unit Hydrograph Method. Hydraulic calculations will be one dimensional and steady state. All modeling will be developed using publically available LIDAR and GIS data supplemented with field measurements; however, no professional land surveying is included at this time.

3. Review flood mitigation options to improve conveyance during and following the more frequent storm events (i.e., more frequent than the 4% annual chance event). This is an analysis task only—additional phases of work will be required to develop detailed designs in order to properly size, permit, and construct the recommended drainage solution(s).
4. Summarize its findings in a letter report with associated exhibits and cost estimates.

We propose to perform these services for a lump sum fee of $22,000. This proposal does not include formal design services or permitting services. We can complete the work within 4 weeks from Notice-to-Proceed.

Thank you for this opportunity to assist Hays County. I am available at 512-468-2331 if you have questions or comments.

Sincerely,

SEDukette

Scott Dukette, P.E.
Vice President

SD:azm

Enclosure

RPS klotz associates

4801 Southwest Parkway, Parkway 2, Suite 150, Austin, Texas 78735
T 512 328 5771 E email@klotz.com W www.rpsgroup.com | www.klotz.com

November 11, 2015

Mr. Jerry Borcherding, P.E.
Hays County, County Engineer
P.O. Box 906
San Marcos, Texas 78667-0906

Re: Fee Proposal for Bogie Drive Drainage Additional Support
Hays County, Texas
RPS Klotz Associates Proposal Number 2015-37a

Dear Jerry:

We previously provided services associated with assessing flooding concerns in the Bogie Drive neighborhood in Hays County, Texas. A Preliminary Engineering report evaluating the cost and effectiveness of 3 engineering options was produced and reviewed with the Precinct 1 Commissioner on November 5, 2015.

This scope of services addresses requests for some additional support requested at the November 5 meeting. We will:

1. Prepare exhibits and make a presentation to Bogie Drive residents at a meeting to be arranged by the County. In addition, comments from the meeting will be summarized in writing, with answers to specific questions provided where possible without significant additional engineering analysis.
2. Attend up to three meetings with County Emergency Operations staff, U.S. Army Corps of Engineers staff and others to evaluate the opportunities for Hays County and the Bogie Drive property owners to participate in a buyout program. A letter report summarizing the process, time line and other details will then be prepared and presented to the Precinct 1 Commissioner (1 meeting) and the Bogie Drive Property Owners (1 meeting).

We propose to perform these services for a lump sum fee as follows:

Task 1	Exhibits and Presentation to Residents	$4,500
Task 2	Buyout Program Meetings	$7,500

We can complete the work within 4 weeks from Notice to Proceed subject to meeting coordination by the County

Thank you for this opportunity to assist Hays County. I am available at 512-328-5771 if you have questions or comments.

Sincerely,

SE Dukette

Scott Dukette, P.E.
Vice President
SD:lc

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend the District Attorney Drug Forfeiture Fund to budget forfeiture proceeds for one temporary full-time Administrative Assistant III, grade 110 effective December 1st through September 30, 2016, one laptop, continuing education and miscellaneous expenses.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	$48,190

LINE ITEM NUMBER

081-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	COBB	N/A

SUMMARY

The District Attorney's Office would like to utilize forfeiture proceeds to hire one full-time Admin III. The office has recently taken over processing mental health cases from the County Courts at Law which includes drafting orders and motions, notice of hearings and all other necessary documentation. Due to the nature of these cases it is imperative that this process is handled in a timely manner. The temporary position will also be utilized in the Civil area due to a significant increase in CPS cases and jury trials.

Funds will also be budgeted for one replacement laptop, training courses and miscellaneous expenses. No County funds are needed.

Budget Amendment:
Increase Revenue - Forfeiture Proceeds .4514 - ($48,190)
Increase Expense - Staff Salaries .5021 - $27,853
FICA .5101_100 - $1,727
Medicare .5101_200 - $404
Miscellaneous .5391 - $11,815
Continuing Ed .5551 - $5,000
Computer Eqpt .5712_400 - $1,391

AMENDMENT NO.
FY2016-007CC
FY 2016 BUDGET
11/24/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
SHERIFF'S SPECIAL PROJECT FUND (052):						
Agenda Item #6						
Sheriff's Office:					(Revenue)	
	052-618-99-899.4610	Contributions	500		480	980
	052-618-99-899.5222	Crime Prevention	500	480		980

*Accept donation from the Collie's for youth programs.

GENERAL FUND (001):						
Agenda Item #9						
Building Maintenance:					(Revenue)	
	001-695-00.4610	Contributions	0		2,500	2,500
	001-695-00.5201	General Supplies	13,300	2,500		15,800

*Accept donation from Bill and Kate Johnson for Courthouse Christmas Décor.

DISTRICT ATTORNEY DRUG FORFEITURE FUND (081):						
Agenda Item #13						
District Attorney:					(Revenue)	
	081-607-00.4514	Forfeiture Proceeds	0		48,190	48,190
	081-607-00.5021	Staff Salaries	0	27,853		27,853
	081-607-00.5101_100	FICA	0	1,727		1,727
	081-607-00.5101_200	Medicare	0	404		404
	081-607-00.5391	Miscellaneous	816	11,815		12,631
	081-607-00.5551	Continuing Education	2,000	5,000		7,000
	081-607-00.5712_400	Computer Equipment	4,044	1,391		5,435
				48,190	(48,190)	

*Budget forfeiture proceeds for temp Admin III, laptop, cont ed and misc expenses.

GENERAL FUND (001):						
Agenda Item #18						
Development Services:						
	001-657-00.5194	Telephone Allowance	2,450	420		2,870
	001-657-00.5489	Telephone Expense	11,700		(420)	11,280

*Amend for EHS slot 0235-005 cell phone allowance.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to hire and sign a Professional Services Agreement with Klotz & Associates for a study of the drainage basin that feeds into Northpoint subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	NTE $39,500

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	INGALSBE	N/A

SUMMARY

Northpoint subdivision experiences intense and exceptional flooding during rain events. This study will investigate possible mitigation strategies.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Klotz Associates, Inc. (dba RPS Klotz Associates)** (hereinafter "Contractor"), whose primary place of business is located at 4801 Southwest Parkway, Parkway 2, Suite 150, Austin, Texas 78750, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of November, 2015 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Contractor agrees to provide drainage engineering services associated with assessing flood concerns in the Northpoint Subdivision in Hays County, Texas.

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

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

4. DURATION
The parties agree that the Work shall be completed Ninety (90) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than

fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on a monthly basis, resulting in a total lump sum payment not to exceed Thirty-nine Thousand Five-Hundred dollars ($39,500.00 USD). Contractor's rate schedule, which is attached hereto as Exhibit "B", shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment). The parties agree that the current Scope of Services shall result in a total cost not to exceed Thirty-nine Thousand Five-Hundred dollars ($39,500.00 USD)for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays

County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

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

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

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

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

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL
Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

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

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

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

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

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and

shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

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

19. ASSIGNMENT

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

20. BINDING EFFECT

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

21. ENTIRE AGREEMENT; AMENDMENT

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

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

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

Hays County, Texas

By: Bert Cobb M.D.
Hays County Judge

Klotz Associates, Inc.

By: Scott Dukette P.E.
Vice President

EXHIBIT A-1

Scope of Work

EXHIBIT B

Fee Schedule

-- EXHIBIT "C" --

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

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

RPS klotz associates

EXHIBIT A
SCOPE OF WORK
DRAINAGE ENGINEERING SERVICES for
NORTHPOINT SUBDIVISION

The Northpoint Subdivision along Harris Hill Road has experienced periodic flooding, most recently during the rain events around Halloween of 2015. A previous study identified improvements within the Harris Hill Road right-of-way that are currently under construction. However, that study focused on flooding along Harris Hill Road and did not address flooding internal to the neighborhood.

Drainage facilities were also constructed as part of the Raceway development roughly 10 years ago. The plans for those facilities were reviewed by the City of San Marcos, as the Raceway is located within the City's Extraterritorial Jurisdiction (ETJ). Those facilities discharge directly into the Northpoint Subdivision along a poorly defined drainage channel that eventually discharges into the undeveloped tract just southwest of the Northpoint Subdivision (SW Tract). This tract has also experienced flooding and erosion issues.

This Scope of Work will study the area to identify potential improvements to reduce flooding in the Northpoint Subdivision and SW Tract. We emphasize that this is a preliminary engineering study and additional phases of work will likely be required to develop detailed designs in order to properly size, permit and construct any recommended drainage solution.

The area to be studied roughly includes:

- The drainage area draining to the central part of the Raceway tract and discharging through an existing pond/culvert, under the track and into the Northpoint subdivision;
- The drainage area draining to the central part of the Northpoint Subdivision;
- The undeveloped tract southwest of the Northpoint Subdivision to the extent necessary to define a logical downstream terminus for the study.

We will perform the following specific tasks:

1. Assess the existing drainage conditions in the Northpoint Subdivision. This initial effort will include data gathering, analysis, and planning.
2. Develop basic hydrologic data using the Rational Method and/or the NRCS Unit Hydrograph Method. Hydraulic calculations will be one dimensional and steady state. Modeling will be developed using publically available LIDAR and GIS data supplemented with field measurements; however, no professional land surveying is included at this time.
3. Review flood mitigation options to improve conveyance during and following storm events. The objective of this effort is to reduce local flooding impacts and provide improvements

options such that the Northpoint Subdivision can meet Hays County drainage criteria to the extent practical. This is an analysis task—additional phases of work will be required to develop detailed designs in order to properly size, permit, and construct the recommended drainage solution(s).

4. Summarize findings in a letter report with associated exhibits and planning-level cost estimates for up to three solutions to reduce the occurrence of local flooding impacts to roads and property.
5. Meet with Hays County staff and Precinct 1 County Commissioner (two meetings total) to present and discuss the results of the analysis.

It should be noted that there may be numerous individual lot drainage issues related to various builder and homeowner variables outside of the control of Hays County. The above scope is intended to address regional drainage issues and will not necessarily improve individual lot drainage issues. In addition, it is generally anticipated that the proposed solution will focus primarily on drainage, detention and conveyance (i.e. ditches, detention ponds and culverts).

Hays County will provide the following support:

- Provide staff and elected official input regarding flooding history and other County issues.
- Provide any available GIS mapping related to the project.
- Provide available records related to historical flooding at the various low water crossings, flood maps and other available information.
- Set up necessary meetings (as described above) throughout the course of work, and provide meeting facilities as required.
- Prepare a timing plan for project construction (Capital Improvements Plan) based upon the information in the letter report.

EXCLUSIONS

The following items are not included in this scope of work:

1. Aerial or on-the ground topographic survey.
2. Detailed and extensive hydraulic analysis
3. Alternate evaluations beyond what is outlined above in the scope of work
4. Detailed design studies
5. Preparation of a request for a Conditional Letter of Map Revision (CLOMR)
6. Preparation of a request for a Letter of Map Revision (LOMR)
7. Public meetings beyond those described above
8. Preparation of applications for grant or loan funds
9. Effort regarding establishment of drainage fees
10. Design, permitting or other work related to development of plans, specifications or estimates related to construction of any specific facilities
11. Bidding or construction phase services
12. Effort associated with any drainage study efforts being performed by others within the County.

RPS klotz associates

EXHIBIT B
FEE/RATE SCHEDULE
DRAINAGE ENGINEERING SERVICES for
NORTHPOINT SUBDIVISION

LABOR CATEGORIES	**HOURLY RATE**
Principals	$275.00
Department Manager	$250.00
Senior Project Manager	$230.00
Project Manager	$190.00
Senior Project Engineer	$165.00
Project Engineer	$140.00
Associate Engineer I/II	$100.00
Associate Engineer III	$125.00
GIS Specialist	$120.00
Senior Designer	$135.00
Designer	$100.00
Senior CADD Technician	$110.00
CADD Technician	$90.00
Senior Environmental Planner	$200.00
Environmental Planner	$135.00
Clerical	$90.00

RPS klotz associates

REIMBURSABLE EXPENSES

CATEGORY	CONTRACT RATE
1. Plan Sheet Reproduction	
A. Commercial	$0.15 Per Square Foot
B. In-House	$0.25 Per Square Foot
2. Photocopying	
A. Commercial	$0.10 Per Sheet
B. In-House	$0.20 Per Sheet
3. Per-Diem – Subsistence	$50.00 Per Day
4. Lodging	$120.00 Per Night
5. Mileage	$0.575 Per Mile
6. Plotting	
A. Draft	$3.00 Per Square Foot
B. Mylar	$6.00 Per Square Foot
7. CDs	$3.00 Each
8. Deliveries, Telephone, Parking, Tolls, Photos	At Cost

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a Location Use Agreement between Hays County and ABC Studios related to filming at the Hays County Courthouse.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

SUMMARY

LOCATION USE AGREEMENT

This Location Use Agreement ("**Agreement**") is dated November 23, 2015 (the **"Effective Date"**)between Hays County, a political subdivision of the State of Texas (**"Owner"**), whose primary address is 111 E. San Antonio Street, San Marcos, Texas 78666 and ABC STUDIOS (**"Producer"**), whose primary place of business is located at _____. Owner and Producer are sometimes collectively referred to herein as the **"Parties"**.

1. LICENSE. For the Term specified in Paragraph 4 below, and for any extensions provided for herein, Owner hereby grants to Producer, its successors, assigns, licensees, employees, representatives, independent contractors and suppliers and their employees, agents, representatives, successors, assigns, licensees, independent contractors and suppliers, a temporary license which grants the right to use both the real and personal property located at 111 East San Antonio Street, San Marcos, Texas 78666(the **"Property,"** also known as the Hays County Courthouse) together with access to and egress from the Property with its personnel and equipment for the purpose of erecting temporary sets and structures in order to use the Property for the purpose of photographing and filming (whether via motion picture, still, video, device or other type of photography), for the television production currently entitled , including, commercials, trailers, and soundtrack recordings related thereto (the **"Production"**). Specific limitations related to the time, place, and manner of Producer's use of the licensed property shall be communicated by Owner's Site Coordinator, identified below. The Parties recognize and agree that such limitations may vary during Owner's business hours, as needed to accommodate the public functions of the Property.

2. PAYMENT. As consideration for the license granted under this Agreement, Producer agrees to pay Owner the total sum of one thousand, five-hundred dollars ($1,500 USD) per diem. Unless the Parties agree otherwise, such sum will be payable pursuant to Section 3, below, following the end of the shooting schedule for each episode identified in Section 5, below. In addition to the per diem fee identified in this Section, Producer shall reimburse Owner on an hourly basis for the dedication of any human resources identified in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case neither party will have any obligation to the other hereunder. For the purposes of this Agreement, "per diem" shall mean the charge for any day that Producer utilizes the Property for preparation, filming, and/or clean-up.

3. INVOICE. Within fifteen (15) days of the conclusion of the first two shooting schedules for the episodes identified in Section 5, below, Owner shall deliver to Producer an Invoice summarizing the per diem and hourly totals and providing a total amount then due. Likewise, within fifteen (15) days of the conclusion of the shooting schedules for the third episode identified in Section 5, below, Owner shall deliver to Producer an Invoice summarizing the per diem and hourly totals and providing a total amount then due. Producer shall pay said invoices within fifteen (15) days of their receipt.

4. PROPERTY USE. Barring limitations related to time, place, and manner provided by the Site Coordinator, the use of the Property granted to Producer by Owner includes the right to shoot the Property as well as signs, names, logos, furniture and fixtures located on the Property. Producer recognizes that the Property is an historical asset of Hays County, which may result in limitations to modifications that may be made on the set. Site Coordinator shall provide pre-approval for any

modifications to the Property. Parking around the Property is limited. The parties agree that parking to be utilized by Producer shall be identified at least 72 hours prior to its use, so Owner will have an opportunity to provide notice to the public.

5. TERM.

(a) Term: The Term of this Agreement shall be effective during the following periods:

Episode ___ – December 3, 2015 to December 4, 2015

(b) Re-entry: At any time within 180 days from the date upon which the last term ended and upon not less than 5 business days' advance written notice to Owner and subject to coordination of the time, place, and manner of re-entry by Owner's Site Coordinator, Producer may re-enter the Property for such period as may be reasonably necessary to photograph retakes or added scenes or for other purposes allowed hereunder, subject to Producer's payment of the same per diem and hourly fee provided in Paragraph 2 above.

6. SITE COORDINATION. Owner hereby appoints Logan Delgado, Systems Coordinator at the Hays County Government Center, as the Site Coordinator for Hays County. The Site Coordinator shall be responsible for coordinating Producer's schedule for use under this Agreement; ensuring that the public functions of the Property are not disrupted by Producer's use of the Property; ensuring that Producer and its agents are provided with any services or amenities reasonably requested; and acting as liaison between Producer and other agents of Hays County, including but not limited to Building Maintenance, Building Security, Judicial Officials, and Department Heads. Producer shall provide the Site Coordinator with the name and contact information of any of its agents who will have decision-making authority on the Property during the terms of this Agreement.

7. DUPLICATES. Owner hereby grants Producer the right to construct duplicates of portions of the interior and/or exterior of the Property, including without limitation any names, signs and identifying insignias at or on the Property (the **"Duplicates"**) and Producer shall own all right, title and interest in and to such Duplicates and shall have the right to use such Duplicates in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. This Section shall not apply to the Hays County Seal, which is the sole property of Hays County, a political subdivision of the State of Texas.

8. RIGHTS. All rights of every kind in and to all photographs and sound recordings made by Producer hereunder in connection with use of the Property (the "**Footage**") shall be and remain the sole and exclusive property of Producer. Such rights shall include, without limitation, the perpetual and irrevocable right to use and re-use said Footage in connection with the Production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the "**Productions**") as Producer may elect, and in connection with any advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of such Footage or Duplicates, whether or not such use is claimed to be defamatory, untrue or censurable in nature. Producer shall not be obligated to make any actual use of any Footage or Duplicates in the Productions or otherwise.

9. INSURANCE. Producer agrees to maintain the following insurance during the term of this Agreement: (i) Commercial General Liability insurance with minimum limits of $1,000,000 on an occurrence for basis; (ii) Automobile Liability insurance coverage with a minimum combined single limit of $1,000,000 for bodily injury and property damage; (iii) Workers' Compensation insurance as required by applicable law for producer's employees; and (iv) Third Party Property Damage with a minimum limit of $1,000,000. Owner shall be provided with a certificate of insurance evidencing the coverages above and adding the Owner as an additional insured on the above policies, excluding Workers' Compensation.

10. WARRANTIES. Owner warrants, represents and agrees that: (i) Owner is fully authorized to enter into this Agreement; (ii) Owner has the right to grant Producer license to use the Property as described herein and to grant each of the rights herein granted; (iii) Owner owns and controls the copyrights and trademarks (and any renewals and extensions thereof) in and to the interior and exterior designs of the Property, and (iv) no further permission(s), consent(s) from, or payment to any other person or entity is necessary for Owner to grant Producer the rights granted herein.

11. CONDITION OF PROPERTY. Producer will leave the Property in substantially as good of a condition as when it was received, reasonable wear and tear for the use of the Property for the purposes herein permitted. Producer shall remove from the Property all of its sets, structures, equipment and other material placed thereon by Producer. If there is a dispute as to whether there are any damages to the Property caused by Producer, Owner must first deliver to Producer a detailed list of those items and provide Producer with a reasonable opportunity to inspect the Property to determine the need for repairs, if any.

12. REMEDIES. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property or construct Duplicates. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and, unless any reasonable limitations on use provided by Owner's Site Coordinator have been disregarded by Producer, Owner shall not be entitled to enjoin, restrain or interfere with Producer's use of (i) the Property or the Duplicates as provided hereunder; (ii) the Footage as provided hereunder; or (iii) the production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Productions.

13. LIABILITY.

a) To the extent provided by law, Owner shall be responsible for any liabilities, losses, claims, demands, costs (including, without limitation, outside attorneys' fees) and expenses (collectively, "**Claims**") arising in connection with any breach by Owner of this Agreement (including the warranties contained in Paragraph 8 herein).

b) TO THE EXTENT NOT COVERED BY THE INSURANCE POLICY CITED IN SECTION 9, ABOVE, AND TO THE EXTENT PERMITTED BY LAW, OWNER WILL INDEMNIFY AND HOLD HARMLESS PRODUCER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUBSIDIARIES, AND AFFILIATES FOR ANY LOSS, LIABILITY, CLAIM, DAMAGE, OR EXPENSE ARISING FROM THIRD-PARTY CLAIMS (COLLECTIVELY "DAMAGES") THAT IS IN CONNECTION WITH ANY NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACT OR OMISSION OF OWNER AND ITS AGENTS.

c) IN ADDITION TO THE INDEMNITY PROVIDED BY THE INSURANCE POLICY CITED IN SECTION 9, ABOVE, PRODUCER WILL INDEMNIFY AND HOLD HARMLESS OWNER, ITS ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES FOR ANY LOSS, LIABILITY, CLAIM,

DAMAGE, OR EXPENSE ARISING FROM THIRD-PARTY CLAIMS (COLLECTIVELY "DAMAGES") THAT IS IN CONNECTION WITH ANY NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACT OR OMISSION OF PRODUCER AND ITS AGENTS.

d) Nothing in this Section 13 or this Agreement shall be construed as a waiver of Owner's Sovereign Immunity, or the Official Immunity applicable to Owner's employees, as it pertains to third party claims or suits.

14. FORCE MAJEURE. If because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control (e.g., earthquake, terrorist act, tsunami, hurricane, tornado, fire, flood, labor dispute or action, etc.), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, Producer shall have the right to elect not to use the Property with no obligation to Owner or to use the Property at a later date to be mutually agreed upon under the same terms and conditions as set forth herein and/or to extend the period set forth in the Agreement.

15. WAIVER OF SUBROGATION. Owner hereby waives, on behalf of itself and its insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Owner situated in or upon the Property.

16. ENTIRE AGREEMENT. This Agreement contains the full and complete understanding between the Parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each Party. This Agreement shall also serve to confirm that no representative of Owner nor anyone acting on Owner's behalf gave, is planning to give or agreed to give anything of value to any employee of Producer, any member of the production staff or crew, or anyone in any way associated with the Production, in exchange for the use of the Property as provided for hereunder.

The Parties to this Property Use Agreement hereby agree to the aforestated terms and conditions, as is evidenced by the duly authorized signatures below.

ABC STUDIOS ("Producer")	**Hays County, Texas (Owner)**
_____	_____
By:	Judge Bert Cobb, M.D.
Title:	Hays County Judge
_____	_____
Date	Date

Attest: _____
Liz Q. Gonzalez
Hays County Clerk

Exhibit "A"

If Owner requests, or if Producer's Use of the Property causes Owner to utilize, additional Human Resources from the list of categories, below, then Producer shall be charged for those Human Resources on an hourly basis.

Custodial/Cleaning – $19.83
Security –$40.00

Work performed by the Site Coordinator during the regular work week (Monday through Friday between 8 a.m. and 5 p.m.) shall be considered part of the per diem fee paid by Producer. Work performed during hours outside of the regular work week shall be charged at a rate of $31.33per hour.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize Commissioner Ingalsbe to execute Supplement No. 3 to the Lockwood, Andrews & Newnam, Inc. Master Agreement and Work Authorization for professional services necessary to procure right-of-way for the Dacy Lane Phase 2 Priority Road Bond Program Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 24, 2015	$37,990.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Commissioner Debbie Ingalsbe	INGALSBE	JONES

SUMMARY

Dacy Lane was identified as a County roadway warranting safety improvements as part of the 2008 Priority Road Bond Program. The project scope described in the bond program included the initial engineering studies required to begin environmental clearance as well as ROW preservation.

The initial work authorization included only the work necessary to determine the preferred alignment for the roadway through the corridor. This work was completed and a preferred alignment determined. A subsequent supplement to this work authorization was approved by the Court on December 20, 2011 to permit advancing design to the 30% level to adequately define right-of-way limits for acquisition purposes.

The previous supplement for ROW services to be provided has expired and several parcels have required extended negotiations and exhibits, not included in the initial scope of services, to advance the acquisition process and avoid ED proceedings.

Supplement No. 3 is attached for the Court's review and approval.

Funds are available within the priority road bond program budget.

SUPPLEMENT NO. 3 TO THE DACY LANE MASTER AGREEMENT WORK AUTHORIZATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Supplement No. 3 to the Dacy Lane Master Agreement Work Authorization is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Lockwood, Andrews & Newnam, Inc. (***the "Engineer"***).

WHEREAS, the ***County*** and the ***Engineer*** executed the Master Agreement Work Authorization for professional services for the Dacy Lane project on February 4, 2010;

WHEREAS, the maximum amount payable for services performed in Exhibit B to the Master Agreement is $584,363 as amended by Supplement No. 2 to the Dacy Lane Master Agreement Work Authorization;

WHEREAS, the ***Engineer*** has provided additional services beyond those included in Exhibit B of Supplemental No. 2;

WHEREAS, the work authorization, as amended by Supplemental No. 2 has expired;

WHEREAS, it has become necessary to amend the Dacy Lane Master Agreement Work Authorization for right-of-way acquisition services;

WHEREAS, The ***Engineer*** will provide the following engineering services: remaining right of way acquisition services for Dacy Lane Phase II (Bebee Road to Amberwood Loop) as outlined in the attached Supplement Exhibit A;

WORK AUTHORIZATION

NOW, THEREFORE, premises considered, the ***County*** and the ***Engineer*** agree that said Master Agreement Work Authorization is amended as follows:

A2.0 The scope of work is hereby amended in accordance with the attached Supplement to Exhibit A.

A5.0 Section 5- TIMES FOR RENDERING SERVICES is hereby amended. Work Authorization termination date is hereby extended to May 1, 2016.

B6.1.1.1 General is hereby amended to "The maximum amount payable for services performed in Exhibit B to the Dacy Lane Master Agreement Work Authorization is hereby increased from **$584,363** to **$622,363**, in accordance with the attached Supplement to Exhibit B. The basis of compensation for the services described in the Supplement to Exhibit A shall be the hourly rates set forth in the Supplement to Exhibit B. The Engineer shall be reimbursed for

actual non-labor and subconsultant expenses incurred in the performance of these services at the ***Engineer's*** invoice cost."

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the ***County*** and the ***Engineer*** have executed this supplemental agreement in duplicate,

EXECUTED this _____ day of _____, 2015.

THE ENGINEER:
Lockwood, Andrews & Newnam, Inc.

By: _____
Lorraine R. Bible
Director of Right-of-Way Services

9/24/2015
Date

COUNTY:
Hays County, Texas

By: _____
Debbie Ingalsbe
Precinct 1 Commissioner

_____
Date

Reviewed as to Form By: _____
County Attorney

Funds Verified By: _____
County Auditor

LIST OF EXHIBITS:

Supplement to Exhibit A - Services to be Provided by Engineer

Supplement to Exhibit B - Fee Schedule

SUPPLEMENT TO EXHIBIT A

Supplement No.3

Hays County – Dacy Lane Phase II, Bebee Road to Amberwood Loop
Services to be Provided by LAN ROW Services

1.0 **SERVICE REQUIREMENTS OF LAN:** Services shall include, but are not limited to the following activities:

1.1 Project Administration

1.1.1 Communication

1.1.1.1 Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by Hays County / designee.

1.1.1.2 Maintain current status reports of all parcel and project activities and provide monthly to Hays County / designee.

1.1.1.3 Provide schedule of all areas of work indicating anticipated start and end dates.

1.1.1.4 Participate in project review meetings at dates and times determined by Hays County / designee.

1.1.2 File Management

1.1.2.1 Primary project and parcel files will be kept in LAN's office.

1.1.2.2 Prepare invoices utilizing pre-approved payment submissions forms with supporting documentation.

1.1.2.3 Maintain records of all payment amounts.

1.1.2.4 Maintain copies of all correspondence and contacts with property owners.

1.2 Title Services

1.2.1 Secure preliminary title commitment or preliminary title search, and five-year sales data from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by Hays County / designee and is not included in this scope of work.

1.2.2 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by Hays County / designee and is not included in this scope of work or fee schedule.

1.2.3 Secure title insurance for all parcels acquired, insuring acceptable title to Hays County. Written approval by Hays County / designee required for any exception. Cost of title insurance is paid by Hays County / designee and is not included in this scope of work or fee schedule.

1.2.4 The cost of all curative work necessary to provide clear title to Hays County is the responsibility of LAN and is included in the negotiated fee schedule for this service.

1.3 Appraisal Services

1.3.1 As necessary, the appraiser will appear and/or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings.

1.4 Negotiation Services

1.4.1 Analyze appraisal reports and confirms Hays County / designee approved value prior to making offer for each parcel.

1.4.2 Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

1.4.3 Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

1.4.4 Respond to property owner inquiries verbally and in writing within two business days.

1.4.5 Prepare a separate negotiator contact report for each parcel.

1.4.6 Maintain parcel files of original documentation related to the purchase of the real property or property interests.

1.4.7 Transmit to Hays County / designee any written counter offer from property owners including supporting documentation, and LAN recommendation with regard to counter offer.

1.4.8 Prepare final offer letter, documents of conveyance as necessary and mail by certified mail, return receipt requested (CMRRR).

1.4.9 Appear and provide Expert Witness testimony when requested.

1.4.10 Securing a Possession and Use Agreement is part of general Negotiation Services.

1.5 Closing Services

1.5.1 Coordinate with Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary to request a check from Hays County / designee.

1.5.2 Attend closings and provide closing services in conjunction with Title Company.

1.5.3 Record all original instruments immediately after closing at the County Clerk's Office.

1.6 Relocation Services

1.6.1 Notify all potential displacees of eligibility for relocation assistance.

1.6.2 Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way. Complete a form similar to TxDOT form ROW-R-96, for all displacees.

1.6.3 Calculate replacement housing supplement benefits on a form similar to TxDOT Form ROW-R-107.

1.6.4 Compute and submit request for relocation housing/rental supplement to Hays County / designee for approval.

1.6.5 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package.

1.6.6 Sixty days later if displacees have not vacated and if the parcel has been acquired, issue a 30 day letter.

1.6.7 Perform a decent, safe, and sanitary inspection of the replacement housing.

1.6.8 Prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves.

1.6.9 Request moving estimates from moving companies as needed.

1.6.10 Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies.

1.6.11 Maintain relocation contact logs.

1.6.12 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

1.6.13 Process and compute increased interest payments as required.

1.6.14 When moves exceed $20,000, submit a moving plan for the business owner or tenant.

1.6.15 Relocation agent shall be available for any appeals or hearings.

1.6.16 Prepare all relocation payment claim submissions for all displacees on parcel.

1.6.17 Deliver payments to displacees.

1.7 Condemnation Support Services

1.7.1 Upon issuance of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

1.7.2 Use the information from the Title Commitment to join all interested parties.

1.7.3 Prepare a packet including but not limited to copies of the following documents: Commitment, Negotiator's Reports / Logs, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to Hays County Attorney / designee.

SUPPLEMENT TO EXHIBIT B

Supplement No.3

Professional Acquisition Services to be Provided By LAN ROW Services
Dacy Lane Phase II, Beebe Road to Amberwood Loop
Hays County

Fee Schedule

Based on the completion of approximately 9 parcels.

Task	PM ($185/hr.)	SR Agent ($130/hr.)	Agent ($115/hr.)	ROW Tech ($80/hr.)	Admin. ($75/hr)	Totals
Project Management and Coordination	5		5	10		
Acquisition Services	0	5	81	30		
Condemnation Support (3 Parcels)	5		10	25		
Relocation (1 residential)	5	80	10	20		
Project Close-out/Archive				50		
SUB TOTALS (hrs.)	15	85	106	135	0	256
SUB TOTALS ($)	**$2,775**	**$11,050**	**$12,190**	**$10,800**	**$0**	**$36,815**

Expenses	Unit	Rate	Total
Mileage	1000	Current IRS Rate	$575
Misc. (postage, courier, lien release fees, etc.)	actual costs + 10%		$600
SUB TOTALS			**$1,175**

TOTAL (not to exceed) **$37,990**

Master Agreement (Alignment Study, Dacy to Apple Blossom) - $57,250
Supplement No. 1 (Design/Preliminary Schematic, Dacy to Hillside Terrace) - $247,750
Supplement No. 2 (ROW Acquisition, Dacy to Hillside Terrace) - $279,363
Supplement No. 3 (ROW Acquisition, Dacy to Amberwood Loop) - $37,990
TOTAL (Not to Exceed) - $622,353

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement with RS&H, Inc. for professional engineering services for inspection of construction phase on the FM 150 Center Turn Lane (Lox Drive to SH 21) project in Hays County as part of the Hays County/TxDOT Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 24, 2015	$336,000.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	INGALSBE	N/A

SUMMARY

Checklist

Prior to Initiation of Work

- ❑ Signed and Executed Agreement
- ❑ Scope of Services – Appendix A
    - o Exhibit V – Services to be provided by County
    - o Exhibit IX – Services to be provided by Engineer
    - o Exhibit C – Work Schedule
    - o Exhibit D – Fee Schedule
- ❑ Production Schedule – Exhibit IV
- ❑ Hourly Rates of Engineer – Exhibit II
- ❑ Work Authorization - Exhibit II
    - o Supplemental Work Authorization for Additional Work (if applicable)
- ❑ Data to be provided to Engineer by County
    - o Plans
    - o Maps
    - o Studies
    - o Reports
    - o Field Notes
    - o Statistics
    - o Computations
    - o Other:_____
- ❑ Contractors Qualification Statement – Appendix B
- ❑ Insurance
    - o Worker's Compensation
    - o Commercial General Liability Insurance
    - o Automobile Liability Insurance
    - o Professional Liability Errors and Omissions Insurance
    - o Self Insurance Documentation
    - o Insurance Certificates for Subcontractors and/or Sub-consultants
    - o Approval of Insurance by County

Course of Work

- ❑ Original Engineering Work Product submittal
- ❑ "Completed" Engineering Work Product
- ❑ "Accepted" Engineering Work Product
- ❑ Modifications and/or Changes for Approval of Engineering Work Product
- ❑ "Approved" Engineering Work Product
- ❑ Revisions to Work Product
- ❑ Seal of Endorsement on all Engineering Work Product
- ❑ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

- Notice of Suspension
- Notice of Reinstatement
- Notice of Termination
- Notice of Staffing Changes
- Written Report of Accident

Documentation for Payment

- Internal Revenue Form W-9
- Invoice for Services Rendered
    - Supporting Documentation
    - Report of Completion Percentage
- Invoice for Reimbursables
    - Proof of prior payment by Engineer of Reimbursables

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (***the "County"***) and RS&H, Inc. (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct various transportation projects;

WHEREAS, ***County*** desires to obtain Professional Engineering Services for inspection of the construction phase of the project known as FM 150 Center Turn Lane from Lox Dr. to SH 21 (***the "Project"***);

WHEREAS, ***Engineer*** has the professional ability and expertise to fulfill the requirements of the ***Project***, and to provide advice to the ***County*** in the selection and analysis of cost-effective alternatives;

WHEREAS, ***Engineer*** agrees to provide the Professional Engineering Services as more fully set forth in Exhibit IX ("Scope of Services");

WHEREAS, ***Engineer*** agrees to adhere to the conditions as set forth in the Master Agreement whereby County has entered into a Local Project Advance Funding Agreement with the Texas Department of Transportation which is a part of and attached to this Agreement as Exhibit XI. As such, the County shall be referred to as the DEVELOPER, and the Texas Department of Transportation shall be referred to as the DEPARTMENT.

WHEREAS, all of the Professional Engineering Services to be provided by ***Engineer*** pursuant to this Agreement are professional services, the essence of which entails the provision of advice, judgment, or opinion;

WHEREAS, the ***County*** has separately contracted with a separate engineering firm or individual (***the "Designer"***) for the preparation of the Plans, Specifications, and Estimates (***the "PS&E***") for the ***Project***.

NOW, THEREFORE, ***County*** and ***Engineer*** agree to the performance of the Professional Engineering Services by ***Engineer*** and the payment for these services by ***County*** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ ***Engineer*** and ***Engineer*** agrees to perform the Professional Engineering Services for the ***Project*** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Designee or

his designee and/or agent, as designated in writing by the County Designee (***individually or collectively the "County Designee"***). The ***County Designee*** shall have complete authority for the purpose of resolving disputes arising under this Agreement. The ***County Designee's*** decision shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

However, nothing in this Section I or in any other provision of this Agreement regarding submission of disputes to the ***County Designee*** and the ***County Designee's*** ability to resolve disputed matters shall be construed to establish anything other than a *de novo* standard of review by a court of competent jurisdiction in the event that the parties hereto avail themselves of their right to seek civil remedies for any dispute. In the event of a dispute between the terms and conditions of this provision and any other provision of this Agreement, the terms and condition of this provision shall govern.

It is the intention of the ***County*** and the ***County Designee***, and agreed to and hereby acknowledged by the ***Engineer***, that no provision of this Agreement shall be construed to require the ***County*** or the ***County Designee*** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute.

Section II
Professional Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform Professional Engineering Services for the ***Project***, which are acceptable to the ***County Designee***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Designee*** to proceed, as evidenced by a work authorization substantially in the form of Exhibit II ("Work Authorization"), attached to this Agreement.

C. ***County*** shall provide ***Engineer*** with all Plans, Specifications, and Estimates (PS&E) to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Designee*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Professional Engineering Services:

1. The basic Scope of Services shall generally consist of all elements of Professional Engineering Services required for the ***Project*** (as more fully set out in Exhibit IX to this Agreement, "Scope of 'Service"), satisfactory to the ***County Designee*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.

Section III
Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the Professional Engineering Services described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit III. Exhibits I and III are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Designee*** shall be final and binding on ***Engineer***.

Section IV
Period of Service

A. ***Engineer*** shall perform the Professional Engineering Services described in Exhibit IX, the Scope of Services.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the construction contract award and construction of the ***Project***, including warranty periods provided by the contractor pursuant to the construction contract and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all work as described in the Scope of Services upon receipt by ***Engineer*** of ***County's*** written Work Authorization.

C. Neither ***Engineer*** nor ***County*** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond ***Engineer's*** or ***County's*** reasonable control. Upon the discovery of such an event, ***Engineer*** shall notify ***County***, and attend a special meeting with the ***County Designee*** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the ***County Designee***.

D. ***County*** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by ***Engineer*** of written Notice of Reinstatement from ***County***. ***Engineer***, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit VI, which is attached hereto and made a part hereof. In the event such suspension of the ***Project*** or the ***Engineer's*** services hereunder extends for a period of ninety (90) days or more, consecutive

or in the aggregate, ***Engineer*** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

E. Either party may terminate this Agreement for the material failure of the other party to perform in accordance with the terms of this Agreement (the materiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. ***County*** may unilaterally terminate this Agreement for reasons other than material failure by ***Engineer*** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. ***Engineer*** shall follow the procedures specified in Exhibit VI upon issuance or receipt of such notice. In the event of termination of this Agreement because of the material failure of ***Engineer*** to perform, ***County*** may prosecute the work to completion by contract or otherwise and, in such a case, ***Engineer*** shall be liable for any additional costs incurred by ***County***.

F. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

A. The ***County Designee*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Designee*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Designee*** may, in writing, designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Designee*** in substantially the form of that in Exhibit II.

C. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any known constraints affecting the ***Project***.

D. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Designee***.

Section VI
Review of Engineer's Instruments of Service

A. ***Engineer's*** engineering Instruments of Service will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports and supporting documents, (***the "Instruments of Service"***), shall be submitted by

Engineer on or before the date specified in Exhibit IX. Upon receipt of the Instruments of Service, the submission shall be checked for acceptance. "Acceptance" shall mean that in the ***County Designee's*** opinion substantial conformance with the requirements of the Scope of Service of this Agreement has been achieved. The acceptability of any Instruments of Service submitted to ***County*** shall be determined by ***County*** within fourteen (14) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 14-day period if such work product has been found to be acceptable.

C. If the submission is acceptable, ***County*** shall notify ***Engineer***, in writing within fourteen (14) days of the submission, that the submission is acceptable.

D. If the submission is deemed not acceptable, ***County*** shall notify ***Engineer***, who shall perform such Professional Engineering Services as are required to make the Instruments of Service in conformance with the Scope of Services and resubmit it to ***County***. This process shall be repeated until a submission is deemed acceptable.

E. ***County*** shall review the Instruments of Service for conformance with the Scope of Services. If necessary, the Instruments of Service shall be returned to ***Engineer***, who shall perform any required Professional Engineering Services and resubmit it to ***County***. This process shall be repeated until the Instruments of Service is accepted.

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the ***County Designee***. "Approval" in this sense shall mean formal recognition that the Scope of Services have been fully performed and submitted in conformance with Exhibit IX.

G. After approval of final Instruments of Service, ***Engineer*** shall without additional compensation perform any Professional Engineering Service required as a result of ***Engineer's*** development of the Instruments of Service which is found to be in error or omission due to ***Engineer's*** negligence. However, any Professional Engineering Services required or occasioned for the convenience of ***County*** after approval of a final Instruments of Service shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** Instruments of Service as conforming, accepted, or approved under this Agreement, the decision of the ***County Designee*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII
Revision to Instruments of Service

Engineer shall make, without expense to ***County***, such revisions to the Instruments of Service as may be required to correct negligent acts, errors or omissions that result from ***Engineer's*** Scope of Service herein so the Instruments of Service meets the Quality Assurance Plan, but after the approval of the Instruments of Service any revisions, additions, or other modifications made at ***County's*** request which involve extra services and expenses

to ***Engineer*** shall entitle ***Engineer*** to additional compensation for such extra services and expenses, provided however, that ***Engineer*** agrees to perform any necessary corrections to the Instruments of Service, which are found to be negligent acts, error or omission as a result of the ***Engineer's*** development of the Instruments of Service, at any time, without additional compensation. Nothing in this Section or any other provision of this Agreement shall require ***Engineer*** to make any revisions or changes to the PS&E developed and provided by ***Designer*** except as necessary to comply with the desired *Scope of Services* as detailed in Exhibit IX related to performance of duties necessary to comply with Part III Section E of the Texas Pollution Discharge Elimination System (TPDES) permit TXR150000. The *Engineer* shall be considered "engaged", as described in Section 137.33 of the Texas Engineering Practice Act and Rules Concerning The Practice of Engineering and Professional Engineering Licensure, upon execution of this Agreement by all parties. In the event of any dispute over the classification of ***Engineer's*** services as Basic or Additional Services under this Agreement, the decision of the ***County Designee*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII
Engineer's Responsibility and Liability

A. ***Engineer*** covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, ***Engineer*** shall inform ***County*** of such event within five working days.

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Designee*** regarding county permitting or similar requirements, applicable to the Scope of Services described Exhibit IX to this Agreement, properly waivable by the ***County Designee***.

C. **_ENGINEER_ SHALL INDEMNIFY, AND HOLD HARMLESS _COUNTY_, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF _ENGINEER_ OR ANY OF ITS SUBCONSULTANTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, _ENGINEER_ SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT ACTS, ERRORS, OR OMMISSIONS OF ANY OTHER PARTY, OTHER THAN ITSELF OR THAT OF ITS SUBCONSULTANTS AND FOR A SUBCONSULTANT ONLY AS A DIRECT RESULT OF NEGLETENT ACTS, ERRORS, OR OMISSIONS WHILE PERFORMING PROFESSIONAL SERVICES PURSUANT TO THE SCOPE OF THIS AGREEMENT.**

D. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost and shall not be responsible for proposals, bids, or the construction costs, should they vary from ***Engineer's*** opinions of probable costs.

E. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

F. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

G. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Designee's*** request be immediately removed from association with the ***Project***.

H. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its performance of the Professional Engineering Services as set forth in the Scope of Services attached as Exhibit IX to this Agreement.

I. ***Engineer*** shall place its Texas Professional Engineer's seal of endorsement on all documents of Instruments of Service furnished to ***County***, as required by law.

J. ***Engineer*** is an independent contractor under this Agreement. Neither it nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

K. **Safety.** The ***Engineer*** shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the Project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractors' employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, the ***Engineer*** shall not be relieved from its obligation to notify the County or any other applicable authority of any unsafe condition resulting from an act, omission or failure on the part of the construction if ***Engineer*** becomes aware of such an unsafe condition in the normal course of providing its Scope of Services or as otherwise required by the ***Engineer's*** professional duties as prescribed by the Rules of Professional Practice promulgated by the Texas Board of Professional Engineers.

No provision of this Agreement requires ***Engineer*** to make exhaustive inspections of the contractor's work under the construction contract for the ***Project***. ***Engineer's*** inspections, observations, and documentation of construction activities and work is to confirm the construction's conformance with the PS&E and acceptable engineering standards and practices.

The County shall enter into a third party contract for the construction of the project. The contract between the County and the contractor shall require the contractor to indemnify the ***Engineer*** and name the ***Engineer*** as additional insured under contractor's commercial general liability, builder's risk, and umbrella liability coverage for the insured liabilities assumed by the contractor. The contractor's insurance coverage shall be primary insurance for the insured liabilities under the Agreement with respect to the contractor, its officers, directors, agents and consultants including the ***Engineer***.

The construction contractor retained by the County has sole responsibility for providing materials, means, and methods of construction, for controlling the individual work area and safety of said areas for all parties.

The ***Engineer*** shall be responsible for taking all appropriate steps to ensure the safety of its employees in connection with its performance of the services provided under this agreement.

Section IX
Ownership of Documents

A. Any and all Instruments of Service, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Designee,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed Instruments of Service on this ***Project*** or any other project, except to the extent such Instruments of Service were deemed complete or otherwise "Accepted" or "Approved" as provided herein by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the Instruments of Service described in subsection A performed by any entity without the specific written consent of ***Engineer***. Any modification by an entity or individual other than the ***Engineer*** as described in this paragraph shall be made in accordance with all applicable professional standards and shall necessitate the removal of the ***Engineer's*** Texas Professional Engineer's seal of endorsement from all such modified documents.

Section X
Maintenance of and Right of Access to Records

A. ***Engineer*** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the ***Project*** for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

B. ***Engineer*** further agrees that ***County*** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ***Engineer***, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ***Engineer*** agrees that ***County*** shall have access during normal working hours to all necessary ***Engineer*** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. ***County*** shall give ***Engineer*** reasonable advance notice of intended audits.

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

D. ***Engineer*** and sub-consultant agree to photocopy such documents as may be requested by ***County***. ***County*** agrees to reimburse ***Engineer*** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed. County also agrees to compensate Engineer for services performed pursuant to this Section as requested by County, or by a third-party pursuant to a validly determined Texas Public Information Act request. For any such services, ***Engineer*** shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof.

Section XI
Miscellaneous

A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and

construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment. Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VII, which is attached hereto and made a part hereof.

D. ***Certificate of Engineer. Engineer*** certifies that neither ***Engineer*** nor any members of ***Engineer's*** firm has:

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

E. ***Notice.*** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: RS&H, Inc.
8140 North MoPac Expy
Building 2, Suite 100
Austin, TX 78759
Attn: Kirk Fauri, PE

COUNTY: Hays County Judge
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666

Attn: Judge Bert Cobb, M.D. (or successor)

with copy to: Hays County District Attorney – Civil Division Chief
111 E. San Antonio Street, Suite 204
San Marcos, Texas 78666
Attn: Mark Kennedy (or successor)

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: Precinct 1 Commissioner
111 E. San Antonio Street, Suite 304
San Marcos, Texas 78666
Attn: Debbie Ingalsbe (or successor)

F. ***Insurance Requirements.*** ***Engineer*** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VIII, which is attached hereto and made a part hereof.

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Designee*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

K. ***Compliance with Laws.*** ***Engineer*** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event on or relating to the Project which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the ***Engineer***'s performance of work under this Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

O. ***Incorporation of Exhibits.*** All of the Exhibits referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Corporation, duly authorized to transact and do business in the State of Texas.

Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

T. ***Interest and Late Payments.*** ***County's*** payment for the Professional Engineering Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Hays County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Hays County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Hays County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Hays County Auditor's receipt of the corrected or revised invoice.

U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that ***County***, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to ***County*** as to whether or not the same are available to the public. It is further understood that ***County's*** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that ***County***, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to ***County*** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

V. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit to this Agreement.

X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

Y. ***No Third-Party Beneficiaries.*** No provision of this Agreement shall be construed to establish a cause of action in favor of any party other than the parties hereto. It is the express intention of the ***County*** and the ***Engineer*** that there be no third-party beneficiaries to this Agreement.

Z. ***Waiver of Consequential Damages.*** ***County*** and ***Engineer*** agree to waive recovery of any consequential damages which arise as a proximate result of a breach of this Agreement.

EXECUTED this_____ day of _____, 201__.

THE ENGINEER:

RS&H, Inc.

BY: _____

Printed Name: Douglas D. Geiger, PE

Title: Senior Vice President

THE COUNTY:

HAYS COUNTY:

BY: _____

Printed Name: _____

Hays County Judge

Reviewed as to Form By: _____

County Attorney

_____

County Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $336,000.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit III.

1.3 ***Engineer*** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the ***Engineer's*** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

2.1 ***Engineer*** and ***County*** acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit III to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then ***Engineer*** shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

3.1 ***County*** will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit II to authorize the ***Engineer*** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the ***County*** and ***Engineer***. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ***Engineer's*** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Engineer*** from costs or liabilities resulting from delays in

completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ***Engineer*** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

4.1 For additional services, compensation shall be negotiated in accordance with Exhibit IV.

4.2 ***Engineer*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit IV; however, ***Engineer*** shall not be compensated for work made necessary by ***Engineer's*** negligent acts, errors or omissions.

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $336,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

5.1 Upon submittal of the initial invoice for service, ***Engineer*** shall provide ***County Designee*** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

5.2 All invoices submitted to ***County Designee*** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. .

5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.

5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by ***Engineer.***

EXHIBIT II

WORK AUTHORIZATION NO. __

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

Part1. The ***Engineer*** will provide the following engineering services:

Professional Engineering Services for _____ (***the "Project"***):

_____

_____

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

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

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

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

ENGINEER:	COUNTY:
_____	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT III

	Position	Hourly Rates On-Site
1.	Resident Engineer/Project Manager	$192.35 /hr.
2.	Chief Inspector	$116.33 /hr.
3.	Inspector	$89.11 /hr.
4.	Project Engineer/Records Keeper	$103.96 /hr.

MATERIAL TESTING

1. Field Technician (2 hr. minimum)	
1.1 Soils Technician	$58.00 / hr
1.2 Senior Technician (Soils or Concrete)	$58.00 / hr
1.3 Concrete Technician (ACI Grade I)	$58.00 / hr
1.4 Asphalt Technician	
1.4.1 TxDOT Certified Technician (Level IA and IB)	$58.00 / hr
1.4.2 TxDOT Certified Technician (Level II)	$58.00 / hr
2. Field Testing Equipment (2 hr. minimum, technician time not included)	
2.1 Vehicle	$50.00 / day
2.2 Concrete/Asphalt Coring Equipment	$ / hr
2.2.1 Core Bit Charges	
2.2.1.1 3 inch diameter core	$ / inch
2.2.1.2 4 inch diameter core	$ / inch
2.2.1.3 6 inch diameter core	$ / inch

EXHIBIT III

3. Testing of Soils and Base Materials

3.1 Sampling	*Included in Technician Rate	
3.2 Field Nuclear Density (TEX-115-E)	*Included in Technician Rate	
3.3 Sample Preparation (TEX-101-E)	$50.00	/ ea
3.4 Natural Moisture Content (TEX-103-E)	$50.00	/ ea
3.5 Sieve Analysis (TEX-110-E)	$55.00	/ ea
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	$75.00	/ ea
3.7 Percent Passing No. 200 Sieve (TEX-111-E)	$50.00	/ ea
3.8 Bar Linear Shrinkage of Soils (TEX-107-E) if required by spec	$75.00	/ ea
3.9 Moisture Density Relationship (TEX-113-E) Compaction Test	$350.00	/ ea
3.10 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	$350.00	/ ea
3.11 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	$350.00	/ ea
3.12 Texas Triaxial Compression Test on Base Material TEX-117-E, Part II;	$1100.00	
Including the following:		
3.13 Molding, Curing, and Testing 8 Specimens	$245.00	/ ea
3.3 Sample Preparation (TEX-101-E)	$50.00	/ ea
3.5 Sieve Analysis (TEX-110-E)	$55.00	/ ea
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	$75.00	/ ea
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	$75.00	/ ea
3.9 Moisture Density Relationship (TEX-113-E) CompactionTest	$350.00	/ ea
3.14 Wet Ball Mill (TEX-116-E)	$250.00	/ ea
3.15 Soil Specific Gravity (TEX-108-E)	$100.00	/ ea
3.16 Soil Lime Compression Test (TEX-121-E)	$350.00	/ ea
3.17 Resistivity of Soils (TEX-129-E)	$250.00	/ ea
3.18 Lime Series Curve (TEX-112-E)	$300.00	/ point
3.19 pH of Soil (TEX-128-E)	$50.00	/ ea

4. Testing of Concrete

4.1 Sampling	$58.00	/ hr
4.2 Aggregate Gradation Analysis (TEX-401-A)	$75.00	/ ea
4.3 Specific Gravity of Aggregate (TEX-403-A) (Includes Absorption)	$75.00	/ ea
4.4 Unit Weight of Aggregate	$75.00	/ ea
4.5 Abrasion Test (TEX-410-A)	$250.00	/ ea

4.6 Decantation (TEX-406-A)	$75.00	/ ea
4.7 Organic Impurities (TEX-408-A)	$80.00	/ ea
4.8 Soundness, Sodium, or Magnesium (TEX-411-A)	$50.00	/ cyc
4.9 Concrete Cylinder Compressive Strength (TEX-418-A)	$17.00	/ ea
4.10 Beam Flexural Strength (TEX-420-A or TEX-448-A)	$45.00	/ ea
4.11 Coarse Aggregate Angularity (Superpave)	$30.00	/ ea
4.12 Fine Aggregate Angularity (Superpave)	$55.00	/ ea
4.13 Flat, Elongated Particles (TEX-224-F)	$100.00	/ ea
4.14 Deleterious Materials (Clay Lumps/Friable Part I) (TEX-413-A)	$100.00	/ ea
4.15 Sand Equivalent (Clay Content) (TEX-203-A)	$60.00	/ ea

5. Testing of HMAC (Testing Performed at OVR Lab)

5.1 Sampling*

5.2 Specimen Molding, Bulk Density (3 per set)*

5.3 Gradation and Asphalt Content (TEX-236-F)*

5.4 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)*

5.5 Specific Gravity, Bulk*

5.6 Sand Equivalent (TEX-203-F)*

***Included in Technician Rate of $58.00/hr**

6. Engineering Consultation

6.1 Senior Consultant/Project Principal	$195.00	/ hr
6.2 Laboratory Manager	$95.00	/ hr
6.3 Administrative Assistant	$45.00	/ hr

Note:
Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.

Technician time over 2 hours shall be documented on the daily report.

Transportation charges are applicable for all field testing assignments including sample pick up.

Rates subject to 2.5% escalation on January 1st of each year starting January 1, 2016 provided that the that the consumer price index of all workers or the equivalent for the previous year has not decreased.

EXHIBIT IV

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the Professional Engineering Services described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Designee***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Designee*** shall be final and binding.

EXHIBIT V

SERVICES TO BE PROVIDED BY COUNTY The County will assist the Engineer by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
  - Survey data;
  - Roadway construction plans, design documents for the construction of *the Project*;
  - Right-of-Way mapping;

- Approved environmental documents.

- Applicable special specifications, special provisions, and unit price bid tabulation.

Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

EXHIBIT VI

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all Instruments of Service prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment. The foregoing language notwithstanding, ***County*** and ***Engineer*** agree that ***Engineer***, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed Instruments of Service prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.

2. During the period of suspension, ***Engineer*** may submit the above-referenced statement to ***County*** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for ***Engineer*** to follow upon exercise of right to terminate for substantial failure of ***County*** to perform:

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed Instruments of Service shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments. . The foregoing language notwithstanding, ***County*** and ***Engineer*** agree that ***Engineer***, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.

3. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VII

EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. ***Engineer*** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ***Engineer*** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event ***Engineer*** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ***County*** or Federal Agency, ***Engineer*** may request ***County*** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VIII

INSURANCE REQUIREMENTS

During the life of this Agreement, ***Engineer*** agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1 million per occurrence and $2 million in the aggregate, including coverage on same for independent subcontractor(s). HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1 million per occurrence and $2 million in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $1 million.

E. In the event ***Engineer*** is self-insured in connection with any or all of the above-required insurance policies, ***Engineer*** shall submit proof of such self-insurance and all financial statements as reasonably required by the ***County*** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by ***County***. ***Engineer*** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by ***County*** shall not relieve or decrease the liability of ***Engineer*** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ***Engineer*** shall furnish ***County*** with a certification of coverage issued by the insurer. ***Engineer*** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES REQUIRED PURSUANT TO PARAGRAPH B, ABOVE, SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the ***County*** and the ***County Designee***, and agreed to and hereby acknowledged by the ***Engineer***, that no provision of this Professional Services Agreement shall be construed to require the ***County*** or the ***County Designee*** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

EXHIBIT IX

SCOPE OF SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE HAYS COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The ***Engineer*** will provide Professional Engineering Services for the ***Project***, as set forth below.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Professional Engineering Construction Management

- Perform a constructability review of the construction plans.
- Provide a Quality Assurance Plan explaining how ***Engineer*** proposes to manage the contract assignment and the planned interaction with the County's representatives. The QAP Manual shall contain the following Sections describing the *Engineer's* methods to produce quality in the execution of its services delivered under this agreement.

    - Introduction
    - Definitions
    - Acronyms
    - Quality Assurance Plan
    - Management Responsibility
    - Quality Service Realization

    The QAP shall contain procedures that shall define how the *Engineer* will perform in the following areas:

    - Control of Documents
    - Records Management
    - Personnel Training

- Management Review
- Resource Planning
- Request for Information Management
- Construction Contract Change Order Preparation
- Field Monitoring and Inspection
- Material Sampling and Testing

- Manage the Request for Information (RFI) process.

- Negotiate and make recommendations for Change Orders. Prepare Change Orders for execution.

- Evaluate and provide advice to the County on the approval of contractor's CPM schedules.

- Maintain a current approved set of construction contract documents at the project site.

- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate.

- Manage Contractor receipt and dispersal of Contractor submittals to the *GEC,* then back to the Contractor.

- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.

- Sign, Seal and Date changes to *the Designer*'s plan sheets representing the requirements of TPDES Permit TXR 150000 Part III Section F 1. (f) as necessary to comply with TPDES TXR 150000 Part III Section E.

- Identify and advise the County in the resolution of construction issues that arise.

- Provide advice to the County in dispute negotiations and claim resolutions.

- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.

- Monitor Compliance with SBE requirements of construction contract provisions.

- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service.

- Review and provide recommendation to the County on the acceptance of As-built drawings provided by the Contractor.

Provide Reports of Construction Activities

- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journal, logs, or other, as necessary.

- Perform inspections in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the inspection.

- Perform inspections in accordance with the QAP of the implemented Traffic Control Plan of the PS&E, provide inspection and reports to the County.

- Provide advice to the County on modifications to the Traffic Control Plans to be provided by *the Designer*.

- Develop project progress meeting minutes and distribute to attendees.

- Provide weekly report of the construction project progress to the County and the GEC.

- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP at the end of the project.

- Provide reports of Contractor compliance with SBE provisions of construction contract at the end of the project.

- Provide reports of Contractor compliance with Wage Rate provisions of construction contract at the end of the project.

- Provide notification of lane closures to TxDOT, GEC and the County received from the Contractor.

- Provide report of accidents in accordance with Section XI L. of the Agreement.

Meetings and Record Keeping

- Attend Pre-Bid and Pre-Construction Conferences.

- Attend project progress meetings.

- Maintain all records as detailed in the QAP for delivery to the County at project completion.

- Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.

- Maintain current set of plans and specifications at project completion.

Materials Testing

- Perform materials sampling and testing in accordance with the approved QAP.

Other

Exclusions

EXHIBIT X

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT XI

MASTER LOCAL PROJECT ADVANCE FUNDING AGREEMENT

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

Part1. The ***Engineer*** will provide the following engineering services:

Professional Construction Engineering Services for the FM 150 Center Turn Lane from Lox Dr. to SH 21 ***(the "Project")***

Part 2. The maximum amount payable for services under this Work Authorization without modification is $336,000.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2016, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
RS&H, Inc.	Hays County, Texas
By: _____	By: _____
Signature	Signature
Douglas D. Geiger, PE	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
11/10/15	_____
Date	Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A – SERVICES TO BE PROVIDED BY COUNTY

SERVICES TO BE PROVIDED BY COUNTY The County will assist the Engineer by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
  - Survey data;
  - Roadway construction plans, design documents for the construction of *the Project*;
  - Right-of-Way mapping;

- Approved environmental documents.

- Applicable special specifications, special provisions, and unit price bid tabulation.

Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

EXHIBIT B – SERVICES TO BE PROVIDED BY ENGINEER

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE HAYS COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The ***Engineer*** will provide Professional Engineering Services for the ***Project***, as set forth below.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

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    The QAP shall contain procedures that shall define how the *Engineer* will perform in the following areas:

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    - Management Review
    - Resource Planning
    - Request for Information Management
    - Construction Contract Change Order Preparation
    - Field Monitoring and Inspection

- Material Sampling and Testing

- Manage the Request for Information (RFI) process.
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- Maintain a current approved set of construction contract documents at the project site.
- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate.
- Manage Contractor receipt and dispersal of Contractor submittals to the *GEC*, then back to the Contractor.
- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.
- Sign, Seal and Date changes to *the Designer*'s plan sheets representing the requirements of TPDES Permit TXR 150000 Part III Section F 1. (f) as necessary to comply with TPDES TXR 150000 Part III Section E.
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- Provide advice to the County in dispute negotiations and claim resolutions.
- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.
- Monitor Compliance with SBE requirements of construction contract provisions.
- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service.
- Review and provide recommendation to the County on the acceptance of As-built drawings provided by the Contractor.

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- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journal, logs, or other, as necessary.
- Perform inspections in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the inspection.
- Perform inspections in accordance with the QAP of the implemented Traffic Control Plan of the PS&E, provide inspection and reports to the County.

- Provide advice to the County on modifications to the Traffic Control Plans to be provided by *the Designer*.
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- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP at the end of the project.
- Provide reports of Contractor compliance with SBE provisions of construction contract at the end of the project.
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- Provide notification of lane closures to TxDOT, GEC and the County received from the Contractor.
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Meetings and Record Keeping

- Attend Pre-Bid and Pre-Construction Conferences.
- Attend project progress meetings.
- Maintain all records as detailed in the QAP for delivery to the County at project completion.
- Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- Maintain current set of plans and specifications at project completion.

Materials Testing

- Perform materials sampling and testing in accordance with the approved QAP.

Other

Exclusions

EXHIBIT C - WORK SCHEDULE

RS&H, Inc.
Hays County - FM 150 CTL

		2015		2016													
Construction																	
CEI Services																	
Position	Firm	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Resident Engineer/Project Manager	RS&H			0.25	0.25											0.25	
Project Administrator / Inspector	RS&H			0.50	1	1	1	1	1	1	1	1	1	1	1	0.50	
Inspector	RS&H																
Chief Inspector	RS&H																
Subtotal	FTE			0.75	1.25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.75	

Include 30 day project setup and closeout

11 Month Construcion Duration

Notes:
Full time Project Administrator / Inspector

EXHIBIT D - FEE SCHEDULE

RS&H, Inc.
Cost Proposal to Provide CEI Services
Hays County - FM 150

Labor and Overhead Summary

CEI Labor Effort	$	260,516

ODE & Unit Cost Summary

Communications	$	1,080
Vehicles	$	14,400
Field Office	$	6,800
Supplies	$	3,204
Materials Testing	$	50,000
	$	75,484

Maximum Not to Exceed	$	336,000

*Based on 13 months of CEI Services

EXHIBIT D - FEE SCHEDULE

RS&H, Inc.

Hays County FM 150 CTL

DIRECT EXPENSES

Firm	Category	Description	QTY	Unit	Price	Total
RS&H	Communications	Phone Service Cellular	12	months	$ 90.00	$ 1,080.00
RS&H	Vehicles	Vehicle Lease/Maintenance/Fuel	12	months	$ 1,200.00	$ 14,400.00
RS&H	Field Office	Monthly Rent	4	months	$ 1,200.00	$ 4,800.00
RS&H	Field Office	Utilities (Elec., Maint., Phone, Int.)	4	months	$ 500.00	$ 2,000.00
RS&H	Field Office / Supplies	Folders/Pens/Misc	-	months	$ 60.00	$ -
RS&H	Field Office / Supplies	Alarm	4	months	$ 50.00	$ 200.00
RS&H	Field Office / Supplies	Mail & Shipping Costs	-	months	$ 60.00	$ -
RS&H	Field Office / Supplies	Water Service	4	months	$ 50.00	$ 200.00
RS&H	Field Office / Supplies	B/W Copies	12,000	EA	$ 0.07	$ 840.00
RS&H	Field Office / Supplies	Color Copies	4,210	EA	$ 0.18	$ 757.80
RS&H	Field Office / Supplies	VMS Board (3 Day Rental)	1	EA	$ 866.00	$ 866.00
RS&H	Field Office / Supplies	24"x36" Ground Mount, Custom Print	10	EA	$ 34.00	$ 340.00
						$ 25,483.80

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize County Judge to execute right of way donation deed for approximately 19.2 acres of property owned by 2428 Management, L.L.C. and on behalf of Hays County accept the portion of White Wing Trail from the existing intersection of Overpass Road and existing FM 2001 to Sunbright Blvd to the County's roadway system.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 24, 2015	$0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	JONES	N/A

SUMMARY

The portion of White Wing Trail from the existing intersection of Overpass Road and existing FM 2001 to Sunbright Blvd. is part of the County's currently identified recommended alternative for the County's FM 2001 realignment Partnership Program project between IH 35 and SH 21. The County formalized development of the FM 2001 realignment project from IH 35 to SH 21 as an element of the County's Partnership Program with the Texas Department of Transportation (TxDOT) on December 18, 2013. The County is funding schematic development, environmental clearance, and ROW mapping. TxDOT will fund, let and manage construction. Strategic Priority construction funding for Phase I improvements is identified in TxDOT's approved 2016 Unified Transportation Program. The ROW donation from 2428 Management, L.L.C. represents ROW for existing White Wing Trail from the existing intersection of Overpass Road and existing FM 2001 to Sunbright Blvd. and also for the extension of the roadway to 1.419 mi. east of the existing intersection of Overpass Road and existing FM 2001. Both segments together represent over 17.1% of the identified required new ROW for the currently identified recommended alternative. Should the roadway not be constructed within five (5) years of the effective date of the donation deed, or if the ROW Property is not used, maintained, and open to the public for vehicular traffic, the donated property will revert to 2428 Management, L.L.C.

RIGHT-OF-WAY DEDICATION DEED

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

2428 Partners LLC, a Texas limited liability company (successor by conversion to 2428 Partners L.P., a Texas limited partnership), in its capacity as an owner and operator ("2428 Partners") ("Grantor"), own and/or represent the interests of the owners of that certain real property located in Hays County, Texas depicted and described by metes and bounds in Exhibit A (the "ROW Property").

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, including the benefits accruing or to accrue to the Grantor, by reason of the location and construction of the Improvements (defined below), the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations, exceptions and limitations set forth herein, Grantor hereby gives, donates and conveys to Hays County, Texas ("Grantee") the ROW Property.

As additional consideration for the conveyance of the ROW Property, Grantee agrees that: (i) Grantee shall bear all costs and charges for the construction of allowed improvements or other work described on Exhibit B (the "Improvements") in, into, upon, over, across and under or related to the ROW Property and otherwise affecting or benefitting Grantor's and A&M Option 541, LLC's remaining property described on Exhibit C (the "Adjacent Property") but excluding the costs and charges associated with the construction of the Crossings and Driveways (defined below); and (ii) no assessments, drainage recovery fees or other charges shall be imposed, directly or indirectly, by Grantee against Grantor or the Adjacent Property for or with respect to the Improvements. Furthermore, any material changes to the proposed Improvements as set forth on Exhibit B shall be subject to Grantor's prior, written consent, which Grantor shall not unreasonably withhold, condition or delay. Grantee shall keep Grantor fully apprised of the status of the construction of the Improvements

This grant of the ROW Property is of a determinable interest, and Grantor retains and reserves the reversionary interest. If the Improvements are not fully constructed and accepted by Grantee within five (5) years of the Effective Date ("Primary Term"), or if the ROW Property is not used, maintained, and open to the public for vehicular traffic by Grantee or another public entity at the end of the Primary Term, or upon cessation of continuous use and maintenance of the Improvements for such vehicular traffic at any time after the end of the fifth (5^{th}) anniversary of the Effective Date, the interest of Grantee terminates and reverts to Grantor (automatically, and without need of reentry or any other action by Grantor). Upon termination of Grantee's

interest, Grantee upon request shall execute and deliver to Grantor an instrument in recordable form acknowledging that its interest has terminated.

Grantor, in connection with the possible future development of the Adjacent Property, and in recognition that such possible future development would have an impact on regional traffic demand, excepts and reserves for itself and its successors-in-title from the grant of the ROW Property two (2) easements, each approximately two hundred (200) feet in width, to cross the ROW Property ("Crossings") and four (4) Driveways ("Driveways") at the precise locations described and depicted on Exhibit D.

Grantor further excepts and reserves all water and all oil, gas and other minerals in and under the ROW Property. Grantor waives all rights of ingress and egress upon the surface of the ROW Property for the purpose of exploring, developing, mining or drilling for the same; provided, however, Grantor reserves the right, exercisable at any time, to conduct operations for exploration and recovery of water and oil, gas and other minerals from beneath the surface of the ROW Property so long as all surface operations in connection therewith are conducted from a location outside the boundaries of the ROW Property and otherwise in accordance with all applicable local, county and state rules and regulations, and upon the condition that none of such operations shall be conducted so near the surface of the ROW Property as to interfere with the intended use thereof or create a hazard to public users thereof. Grantee shall be entitled to take and use, without additional compensation, any stone, earth, caliche, iron ore, gravel or any other grading material upon, in and under the ROW Property directly associated with the construction of the Improvements; provided, however, Grantee shall not knowingly cause the excavation or removal of any stone, earth, caliche, iron ore, gravel or other grading material from the ROW Property that impairs the ability of Grantee to construct and operate the improvements.

Grantor excepts and reserves a blanket easement over the portion of the ROW Property identified on Exhibit D, which extends fifteen (15) feet into the ROW Property from the perimeter of the ROW Property, for the benefit of the Adjacent Property, to construct, reconstruct or maintain drives, trails, paths, sidewalks, drainage improvements, utilities, landscaping and signage in, into, upon, over, across and under the ROW Property at such place or places as Grantor may from time to time hereafter select, for public or private use, provided that such uses do not unreasonably interfere with operation of the Improvements and otherwise comply with all applicable local, county and state rules and regulations.

Grantee takes possession of the ROW Property "AS IS."

This conveyance is made by Grantor and accepted by Grantee subject to the following matters:

(a) the use by Grantee of the ROW Property is hereby restricted and limited to right-of-way for the public road, public utilities and any other use authorized by the Texas Department of Transportation's current rules, regulations and/or guidelines;

(b) the use by Grantee of the ROW Property is limited by all restrictions and conditions of this Right-of-Way Dedication Deed; and

(c) any and all other restrictions, covenants, conditions, easements and licenses, rights of way, licenses affecting or relating to the ROW Property to the extent the same are valid and enforceable.

The restrictions in (a) and (b) and (c) are imposed for the benefit of the Adjacent Property and for all subsequent owners of the same or any part thereof.

Grantor binds itself and its successors and assigns to warrant and forever defend, all and singular, the above described interests in the ROW Property, subject to the limitations, exceptions, reservations and other matters above, to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

Grantee agrees that in the event of any breach, violation, or failure to comply with the terms, conditions and restrictions hereof, in addition to other remedies that may be available to Grantor at law or in equity, Grantor shall be entitled to immediate injunctive relief and mandamus, to specific performance, and, to the maximum extent permitted by law, to actual damages (but excluding special or consequential damages) and recovery of reasonable attorneys fees. Grantee agrees and stipulates that the damages that will be suffered by Grantor as a result of any breach of the terms, conditions and restrictions hereof are difficult to calculate at this time. Grantee further agrees and stipulates that a breach of the terms, conditions and restrictions hereof will result in immediate and irreparable harm. Accordingly, Grantee agrees and stipulates that in the event of a threatened breach of the terms, conditions and restrictions hereof, Grantor will be entitled, as a matter of law, to have a temporary restraining order, preliminary injunction, and a permanent injunction issued and entered immediately by any court with jurisdiction over such claims.

All Exhibits referenced herein are attached hereto and incorporated herein.

[Signatures appear on the following pages]

EFFECTIVE this _____ day of _____, 2015 (the "Effective Date").

GRANTOR:

2428 PARTNERS LLC,
a Texas limited liability company

By: 2428 Management, L.L.C, a Delaware limited liability company, its general partner

By:_____

By:_____

STATE OF _____ §
§
COUNTY OF _____ §

On _____, 2015 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I hereby under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

AGREED TO AND ACCEPTED BY:

Hays County, Texas

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2015, by _____, _____ of Hays County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said county.

_____
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Hays County
_____
_____
Attn: _____

Exhibits to be attached before signing:
Exhibit A – Legal Description of the Right of Way Property
Exhibit B – Legal Description and depiction of the Improvements
Exhibit C – Sunfield MUD Crossings and Driveways
Exhibit D – Legal Description and depiction of the Improvements

APRIL 30, 2012

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED RIGHT-OF-WAY PROJECT
F.M. HIGHWAY No. 2001

LIMITS: FROM THE EXISTING INTERSECTION OF OVERPASS ROAD AND EXISTING FARM TO MARKET 2001 TO 1.419 MILES EAST OF THE EXISTING INTERSECTION OF OVERPASS ROAD AND EXISTING FARM TO MARKET 2001

NET LENGTH OF PROJECT = 1.419 MILES

HAYS COUNTY
RIGHT-OF-WAY CSJ: 1776-02-015
CONSTRUCTION CSJ: - -

PLAN SCALE 1" = 50'
NO EXCEPTIONS

LEGEND

■	TYPE I CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
⊙	TYPE II CONCRETE MONUMENT SET
●	½" IRON ROD FOUND UNLESS NOTED
○	⅝" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
PC	PC = POINT OF CURVATURE
PT	PT = POINT OF TANGENCY
▲	CONTROL POINT
△	CALCULATED POINT
◎	CONTROL POINT
ROW	RIGHT-OF-WAY
[ ]	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
℞	PROPERTY LINE
℄	CENTER LINE
NTS	NOT TO SCALE
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS

F.M. 2001 & Overpass Road Underground Utilities

Utility	Utility Company
NONE LOCATED	

F.M. 2001 & Overpass Road Overhead Utilities

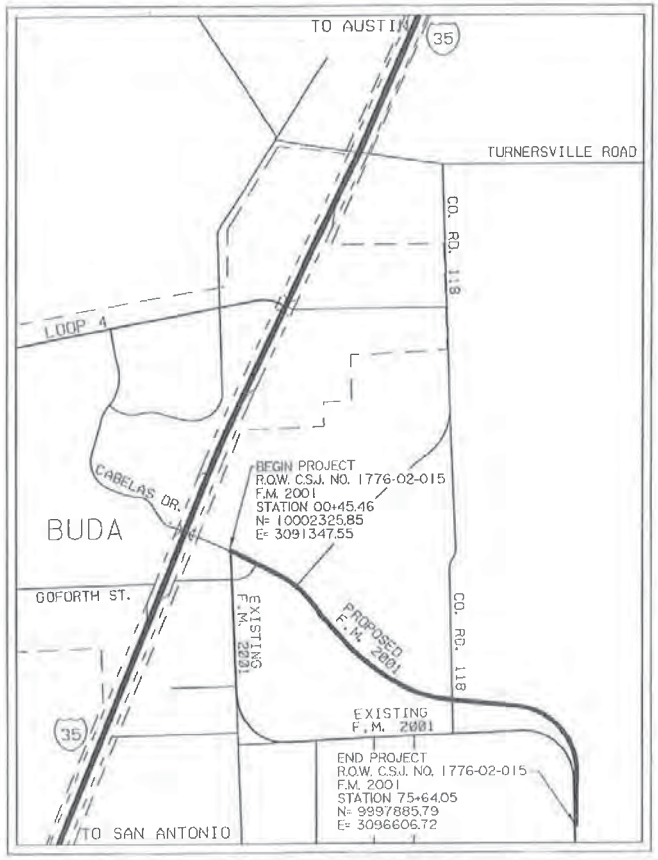
Utility	Utility Company
NONE LOCATED	

NOTES

1) ALL INFORMATION SHOWN HEREON IS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM CENTRAL ZONE, NAD 83 (93)HARN. SAID INFORMATION SHOWN WAS ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00011. ALL DISTANCES ARE IN US SURVEY FEET.

2) RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE CLIENT AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY. THIS WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

3) STATIONING AND STATION OFFSETS BASED ON SURVEY BASELINE.



N

N. T. S.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION	STATION
1	TITLE SHEET	
2	CONTROL & SHEET LAYOUT	
3	R.O.W. PLAN (1"=50')	BEGIN 00+45.46
4	R.O.W. PLAN (1"=50')	BEGIN 9+00.00
5	R.O.W. PLAN (1"=50')	BEGIN 23+00.00
6	R.O.W. PLAN (1"=50')	BEGIN 36+00.00
7	R.O.W. PLAN (1"=50')	BEGIN 51+00.00
8	R.O.W. PLAN (1"=50')	BEGIN 65+00.00

RECOMMENDED FOR ACQUISITION:
ROW REVIEW SURVEYOR — DATE

RECOMMENDED FOR ACQUISITION:
ROW ADMINISTRATOR — DATE

RECOMMENDED FOR ACQUISITION:
AREA ENGINEER OR DESIGN ENGINEER — DATE

FINAL APPROVAL
ACQUISITION COMPLETE:
DISTRICT ENGINEER — DATE

EXHIBIT "A"

SAM INC. SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			1
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001

RIGHT-OF-WAY AQUISITION PROJECT
CONTROL PARCEL INDEX & ALIGNMENT SHEET

LEGEND

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⊡	TYPE II CONCRETE MONUMENT SET
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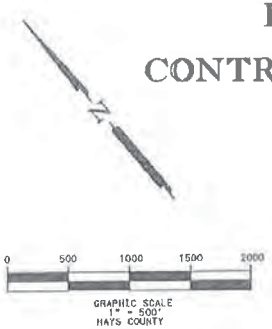

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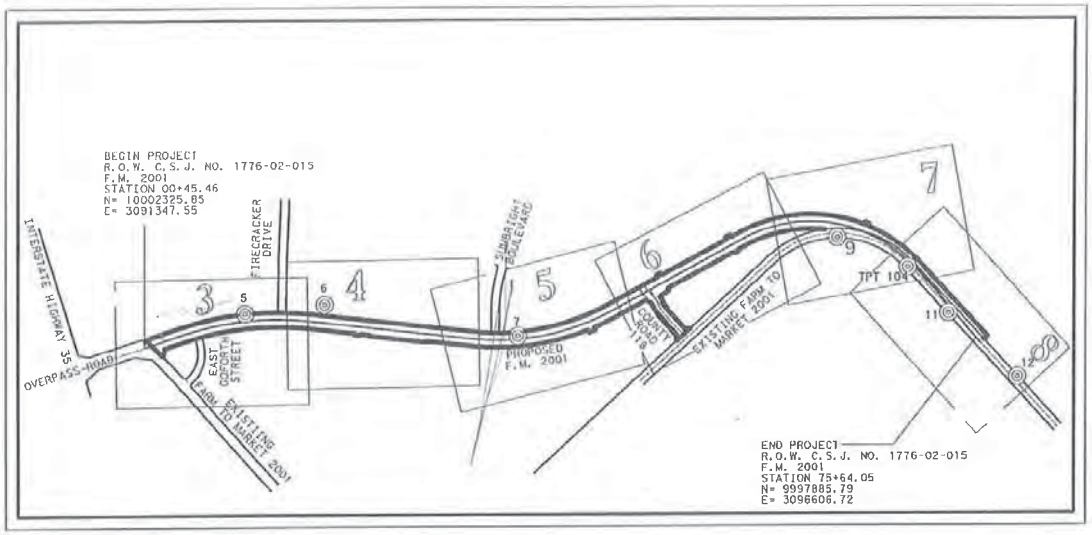


PROPOSED F.M. 2001 BASELINE

ALIGNMENT GEOMETRY DATA

BEGINNING CHAIN F.M. 2001 ALIGN DESCRIPTION

Chain BASELINE controlled:
1000087 CUR C-1 1000084 CUR C-2 1000054 CUR C-3 1000086 CUR C-4 CUR C-5

Beginning chain BASELINE description

Point 1000087 N 10,002,342.84 E 3,091,305.36 Sta 0+00.00

Course from 1000087 to PC C-1 S 68° 03' 34" E Dist 309.67

Curve Data

Curve C-1
P.I. Station = 3+54.00 N 10,002,023.74 E 3,092,097.53
Delta = 24° 34' 02" (RT)
Degree = 2° 19' 31"
Tangent = 644.34
Length = 1,071.95
Radius = 2,500.00
External = 88.51
Long Chord = 1,063.75
Mid. Ord. = 87.23
P.C. Station = 3+09.67 N 10,002,227.13 E 3,091,552.92
P.T. Station = 13+81.61 N 10,001,629.85 E 3,092,412.18
C.C. N 9,999,909.20 E 3,090,658.51
Back = S 68° 03' 34" E
Ahead = S 43° 29' 32" E
Chord Bear = S 55° 46' 33" E

Course from PT C-1 to 1000084 S 43° 29' 32" E Dist 1,341.55

Point 1000084 N 10,000,855.60 E 3,093,395.51 Sta 27+23.16

Curve Data

Curve C-2
P.I. Station = 33+50.77 N 10,000,200.29 E 3,093,827.47
Delta = 34° 54' 03" (LT)
Degree = 2° 52' 11"
Tangent = 627.80
Length = 1,214.14
Radius = 1,996.80
External = 88.31
Long Chord = 1,197.42
Mid. Ord. = 91.86
P.C. Station = 27+23.16 N 10,000,653.89 E 3,093,395.51
P.T. Station = 39+39.30 N 10,000,074.03 E 3,094,442.22
C.C. N 10,002,029.70 E 3,094,843.30
Back = S 43° 29' 32" E
Ahead = S 78° 24' 35" E
Chord Bear = S 60° 56' 34" E

Course from PT C-2 to 1000054 S 78° 23' 35" E Dist 1,214.07

Point 1000054 N 9,999,829.78 E 3,095,631.46 Sta 51+53.36

Curve Data

Curve C-3
P.I. Station = 60+86.73 N 9,999,641.97 E 3,096,546.74
Delta = 75° 45' 01" (RT)
Degree = 4° 46' 29"
Tangent = 933.37
Length = 1,586.55
Radius = 1,200.00
External = 320.25
Long Chord = 1,473.49
Mid. Ord. = 252.70
P.C. Station = 51+53.36 N 9,999,829.76 E 3,095,631.46
P.T. Station = 67+39.91 N 9,998,709.60 E 3,096,688.75
C.C. N 9,998,654.10 E 3,095,390.02
Back = S 78° 23' 35" E
Ahead = S 2° 38' 28" E
Chord Bear = S 40° 31' 02" E

Course from PT C-3 to 1000086 S 2° 38' 28" E Dist 131.23

Point 1000086 N 9,998,578.51 E 3,096,594.79 Sta 68+71.13

Curve Data

Curve C-4
P.I. Station = 70+44.41 N 9,998,405.42 E 3,096,602.77
Delta = 3° 18' 32" (RT)
Degree = 0° 57' 18"
Tangent = 173.28
Length = 346.39
Radius = 36,000.00
External = 2.50
Long Chord = 346.41
Mid. Ord. = 2.50
P.C. Station = 68+71.13 N 9,998,578.51 E 3,096,594.79
P.T. Station = 72+17.52 N 9,998,232.15 E 3,096,600.76
C.C. N 9,998,302.03 E 3,060,601.18
Back = S 2° 38' 28" E
Ahead = S 0° 40' 02" W
Chord Bear = S 0° 59' 13" E

Curve Data

Curve C-5
P.I. Station = 73+90.66 N 9,998,050.89 E 3,096,598.73
Delta = 3° 18' 30" (LT)
Degree = 0° 57' 18"
Tangent = 173.27
Length = 346.46
Radius = 6,000.00
External = 2.50
Long Chord = 346.41
Mid. Ord. = 2.50
P.C. Station = 72+17.39 N 9,998,232.15 E 3,096,600.76
P.T. Station = 75+64.05 N 9,997,885.79 E 3,096,606.72
C.C. N 9,998,162.25 E 3,102,600.33
Back = S 0° 40' 02" W
Ahead = S 2° 38' 28" E
Chord Bear = S 0° 59' 13" E

Ending chain BASELINE description

CONTROL

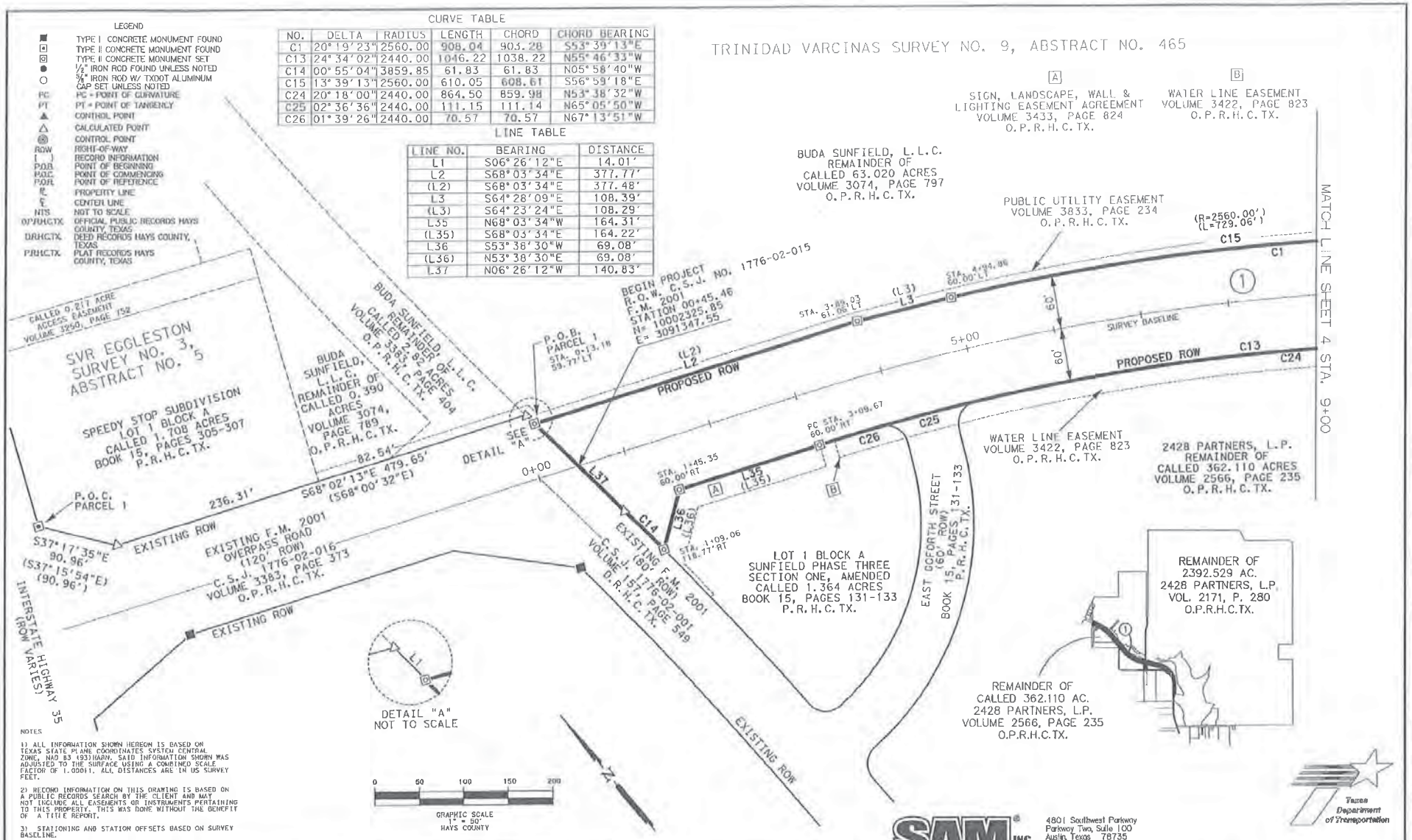
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	10002022.17	3092107.81	760.43'	1/2IRW/SAM INC CAP
6	10001660.97	3092648.49	737.79'	1/2IRW/SAM INC CAP
7	10000426.03	3093702.67	710.37'	1/2IRW/SAM INC CAP
9	9999324.46	3096253.76	699.93'	1/2IRW/SAM INC CAP
11	9998247.84	3096562.87	688.56'	1/2IRW/SAM INC CAP
12	9997475.34	3096661.56	695.14'	1/2IRW/SAM INC CAP
104	9998753.40	3096548.04	698.08'	1/2IRW/SAM INC CAP

Texas Department of Transportation

SAM INC.
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX.: (512) 326-3029

APRIL 30, 2012

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			2
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001


LEGEND
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TYPE II CONCRETE MONUMENT FOUND
TYPE II CONCRETE MONUMENT SET
½" IRON ROD FOUND UNLESS NOTED
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CONTROL POINT
CALCULATED POINT
CONTROL POINT
RIGHT-OF-WAY
RECORD INFORMATION
POINT OF BEGINNING
POINT OF COMMENCING
POINT OF REFERENCE
PROPERTY LINE
CENTER LINE
NOT TO SCALE
OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
DEED RECORDS HAYS COUNTY, TEXAS
PLAT RECORDS HAYS COUNTY, TEXAS
CURVE TABLE
NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING
C1 | 20°19'23" | 2560.00 | 908.04 | 903.28 | S53°39'13"E
C13 | 24°34'02" | 2440.00 | 1046.22 | 1038.22 | N55°46'33"W
C14 | 00°55'04" | 3859.85 | 61.83 | 61.83 | N05°58'40"W
C15 | 13°39'13" | 2560.00 | 610.05 | 608.61 | S56°59'18"E
C24 | 20°18'00" | 2440.00 | 864.50 | 859.98 | N53°38'32"W
C25 | 02°36'36" | 2440.00 | 111.15 | 111.14 | N65°05'50"W
C26 | 01°39'26" | 2440.00 | 70.57 | 70.57 | N67°13'51"W
LINE TABLE
LINE NO. | BEARING | DISTANCE
L1 | S06°26'12"E | 14.01'
L2 | S68°03'34"E | 377.77'
(L2) | S68°03'34"E | 377.48'
L3 | S64°28'09"E | 108.39'
(L3) | S64°23'24"E | 108.29'
L35 | N68°03'34"W | 164.31'
(L35) | S68°03'34"E | 164.22'
L36 | S53°38'30"W | 69.08'
(L36) | N53°38'30"E | 69.08'
L37 | N06°26'12"W | 140.83'
TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
A
SIGN, LANDSCAPE, WALL & LIGHTING EASEMENT AGREEMENT VOLUME 3433, PAGE 824 O.P.R.H.C.TX.
B
WATER LINE EASEMENT VOLUME 3422, PAGE 823 O.P.R.H.C.TX.
BUDA SUNFIELD, L.L.C. REMAINDER OF CALLED 63.020 ACRES VOLUME 3074, PAGE 797 O.P.R.H.C.TX.
PUBLIC UTILITY EASEMENT VOLUME 3833, PAGE 234 O.P.R.H.C.TX.
(R=2560.00')
(L=729.06')
C15
C1
MATCH LINE SHEET 4 STA. 9+00
CALLED 0.217 ACRE ACCESS EASEMENT VOLUME 3250, PAGE 152
SVR EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5
SPEEDY STOP SUBDIVISION LOT 1 BLOCK A CALLED 1.708 ACRES BOOK 15, PAGES 305-307 P.R.H.C.TX.
BUDA SUNFIELD, L.L.C. REMAINDER OF CALLED 0.390 ACRES VOLUME 3074, PAGE 789 O.P.R.H.C.TX.
BUDA SUNFIELD, L.L.C. REMAINDER OF CALLED 2.852 ACRES VOLUME 3383, PAGE 404 O.P.R.H.C.TX.
BEGIN PROJECT R.O.W. C.S.J. NO. 1776-02-015 F.M. 2001 STATION 00+45.46 N= 10002325.85 E= 3091347.55
P.O.B. PARCEL 1 STA. 0+13.18 59.77' LT
STA. 3+82.03 61.06' LT
STA. 4+34.86 60.00' LT
(L3)
L3
(L2)
L2
PROPOSED ROW
SURVEY BASELINE
5+00
60'
C13
C24
PROPOSED ROW
PC STA. 3+09.67 60.00' RT
C26
C25
WATER LINE EASEMENT VOLUME 3422, PAGE 823 O.P.R.H.C.TX.
2428 PARTNERS, L.P. REMAINDER OF CALLED 362.110 ACRES VOLUME 2566, PAGE 235 O.P.R.H.C.TX.
SEE DETAIL "A"
82.54'
S68°02'13"E 479.65'
(S68°00'32"E)
DETAIL "A"
0+00
L37
C14
STA. 1+45.35 60.00' RT
L36
(L35)
A
B
L36
STA. 1+09.06 78.77' RT
P.O.C. PARCEL 1
236.31'
S37°17'35"E 90.96'
(S37°15'54"E) (90.96')
EXISTING ROW
EXISTING F.M. 2001 OVERPASS ROAD (120' ROW) 1776-02-016 C.S.J. VOLUME 3383, PAGE 373 O.P.R.H.C.TX.
EXISTING F.M. 2001 (80' ROW) 1776-02-001 C.S.J. VOLUME 157, PAGE 549 O.P.R.H.C.TX.
LOT 1 BLOCK A SUNFIELD PHASE THREE SECTION ONE, AMENDED CALLED 1.364 ACRES BOOK 15, PAGES 131-133 P.R.H.C.TX.
EAST GOFORTH STREET (60' ROW) BOOK 15, PAGES 131-133 P.R.H.C.TX.
REMAINDER OF 2392.529 AC. 2428 PARTNERS, L.P. VOL. 2171, P. 280 O.P.R.H.C.TX.
REMAINDER OF CALLED 362.110 AC. 2428 PARTNERS, L.P. VOLUME 2566, PAGE 235 O.P.R.H.C.TX.
INTERSTATE HIGHWAY 35 (ROW VARIES)
EXISTING ROW
EXISTING ROW
L1
DETAIL "A" NOT TO SCALE
0 50 100 150 200
GRAPHIC SCALE 1" = 50' HAYS COUNTY
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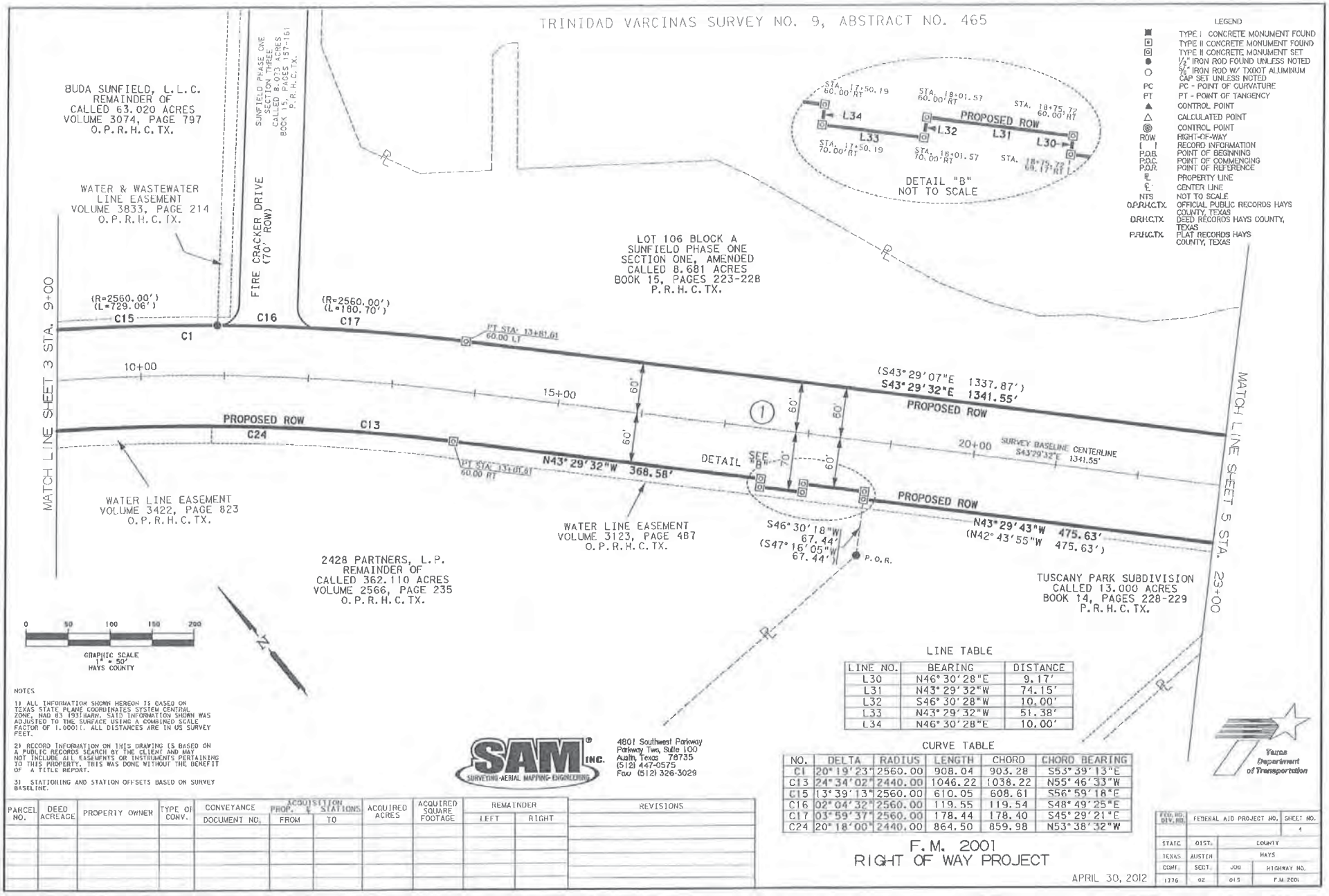
3) STATIONING AND STATION OFFSETS BASED ON SURVEY BASELINE.
PARCEL NO. | DEED ACREAGE | PROPERTY OWNER | TYPE OF CONV. | CONVEYANCE DOCUMENT NO. | ACQUISITION PROP. STATIONS FROM | TO | ACQUIRED ACRES | ACQUIRED SQUARE FOOTAGE | REMAINDER LEFT | RIGHT
1 | 362.110 | 2428 PARTNERS, L.P. | | VOL. 2566, PG. 235 | 00+45.46 | 42+47.34 | 12.18 | 826,717 | 133.29 | 49.45
1 | 2,392.529 | 2428 PARTNERS, L.P. | | VOL. 2171, PG. 280 | 42+47.34 | 73+17.04 | 6.80 | 296,164 | 2,232.61 | 6.88
REVISIONS
SAM INC. SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway Parkway Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax (512) 326-3029
Texas Department of Transportation
F.M. 2001
RIGHT OF WAY PROJECT
APRIL 30, 2012
FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | SHEET NO. 3
STATE | DIST. | COUNTY
TEXAS | AUSTIN | HAYS
CONT. | SECT. | JOB | HIGHWAY NO.
1776 | 02 | 015 | F.M. 2001



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LINE TABLE

LINE NO.	BEARING	DISTANCE
L30	N46°30'28"E	9.17'
L31	N43°29'32"W	74.15'
L32	S46°30'28"W	10.00'
L33	N43°29'32"W	51.38'
L34	N46°30'28"E	10.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20°19'23"	2560.00	908.04	903.28	S53°39'13"E
C13	24°34'02"	2440.00	1046.22	1038.22	N55°46'33"W
C15	13°39'13"	2560.00	610.05	608.61	S56°59'18"E
C16	02°04'32"	2560.00	119.55	119.54	S48°49'25"E
C17	03°59'37"	2560.00	178.44	178.40	S45°29'21"E
C24	20°18'00"	2440.00	864.50	859.98	N53°38'32"W

SAM INC.
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

Texas Department of Transportation

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. # STATIONS FROM	TO	ACQUIRED ACRES	ACQUIRED SQUARE FOOTAGE	REMAINDER LEFT	RIGHT

REVISIONS

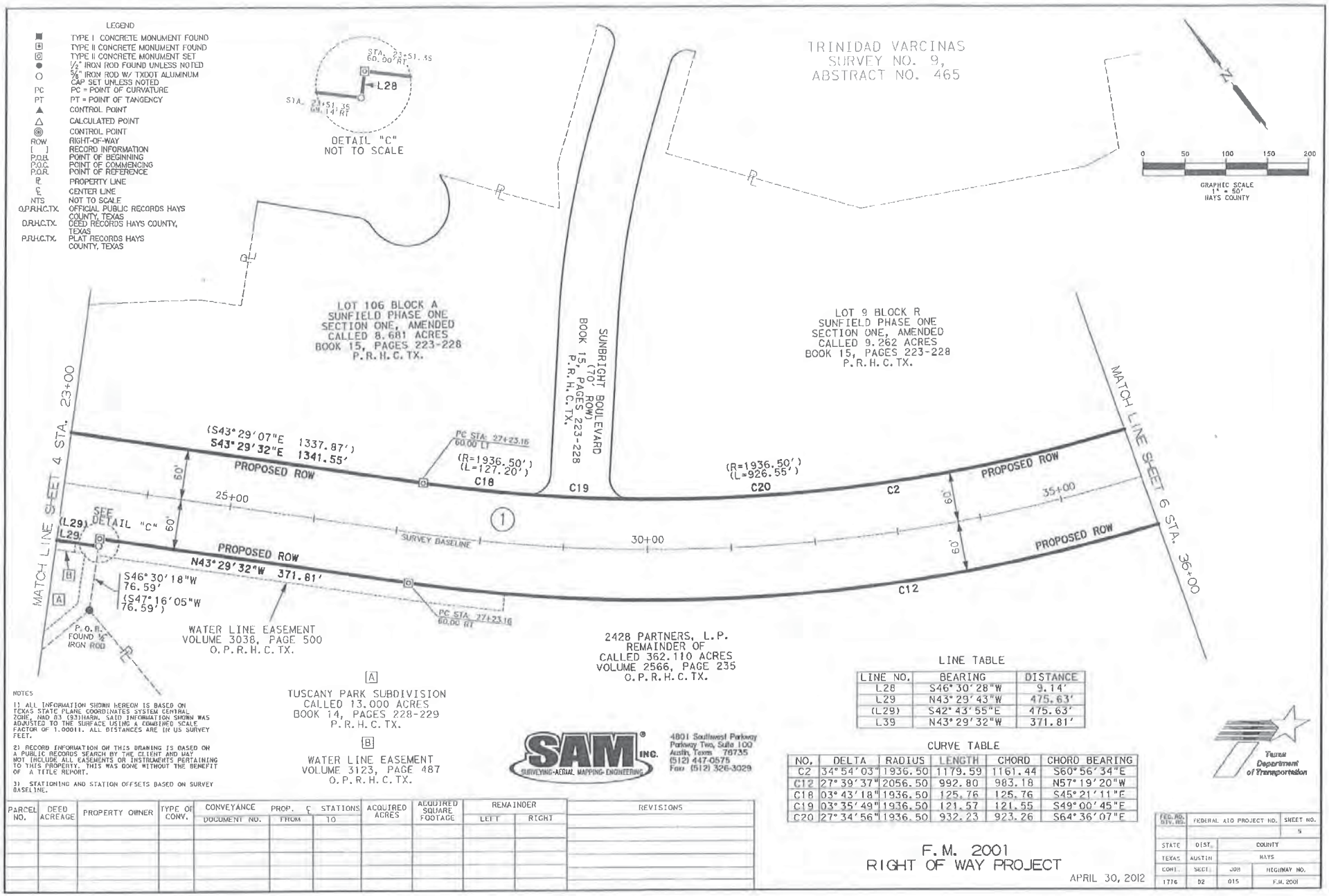
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
		1

STATE	DIST.	COUNTY
TEXAS	AUSTIN	HAYS

CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001

F.M. 2001
RIGHT OF WAY PROJECT

APRIL 30, 2012



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3) STATIONING AND STATION OFFSETS BASED ON SURVEY BASELINE.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L28	S46°30'28"W	9.14'
L29	N43°29'43"W	475.63'
(L29)	S42°43'55"E	475.63'
L39	N43°29'32"W	371.81'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	34°54'03"	1936.50	1179.59	1161.44	S60°56'34"E
C12	27°39'37"	2056.50	992.80	983.18	N57°19'20"W
C18	03°43'18"	1936.50	125.76	125.76	S45°21'11"E
C19	03°35'49"	1936.50	121.57	121.55	S49°00'45"E
C20	27°34'56"	1936.50	932.23	923.26	S64°36'07"E

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	PROP. ℄ STATIONS FROM	TO	ACQUIRED ACRES	ACQUIRED SQUARE FOOTAGE	REMAINDER LEFT	RIGHT	REVISIONS

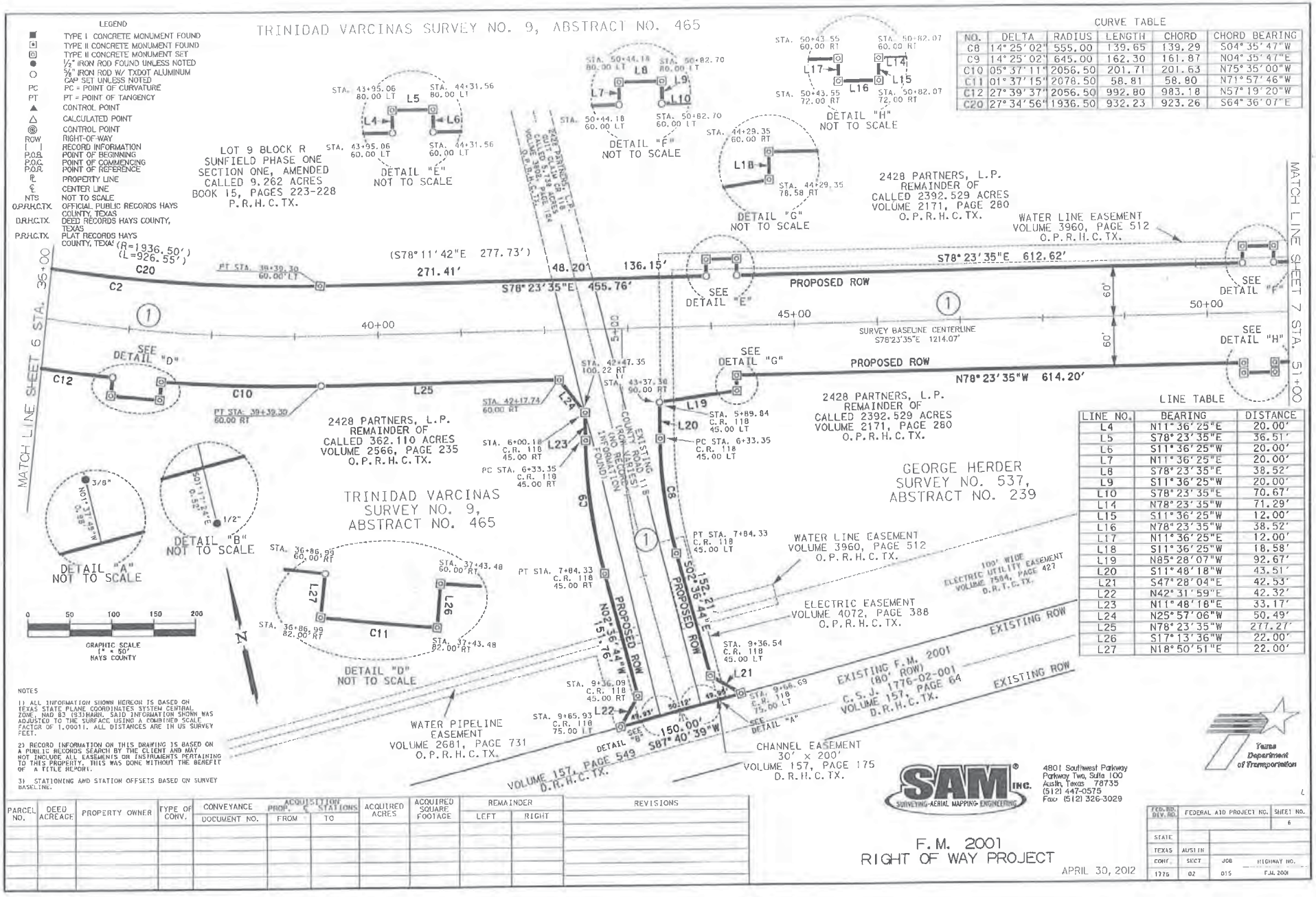
SAM INC.
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

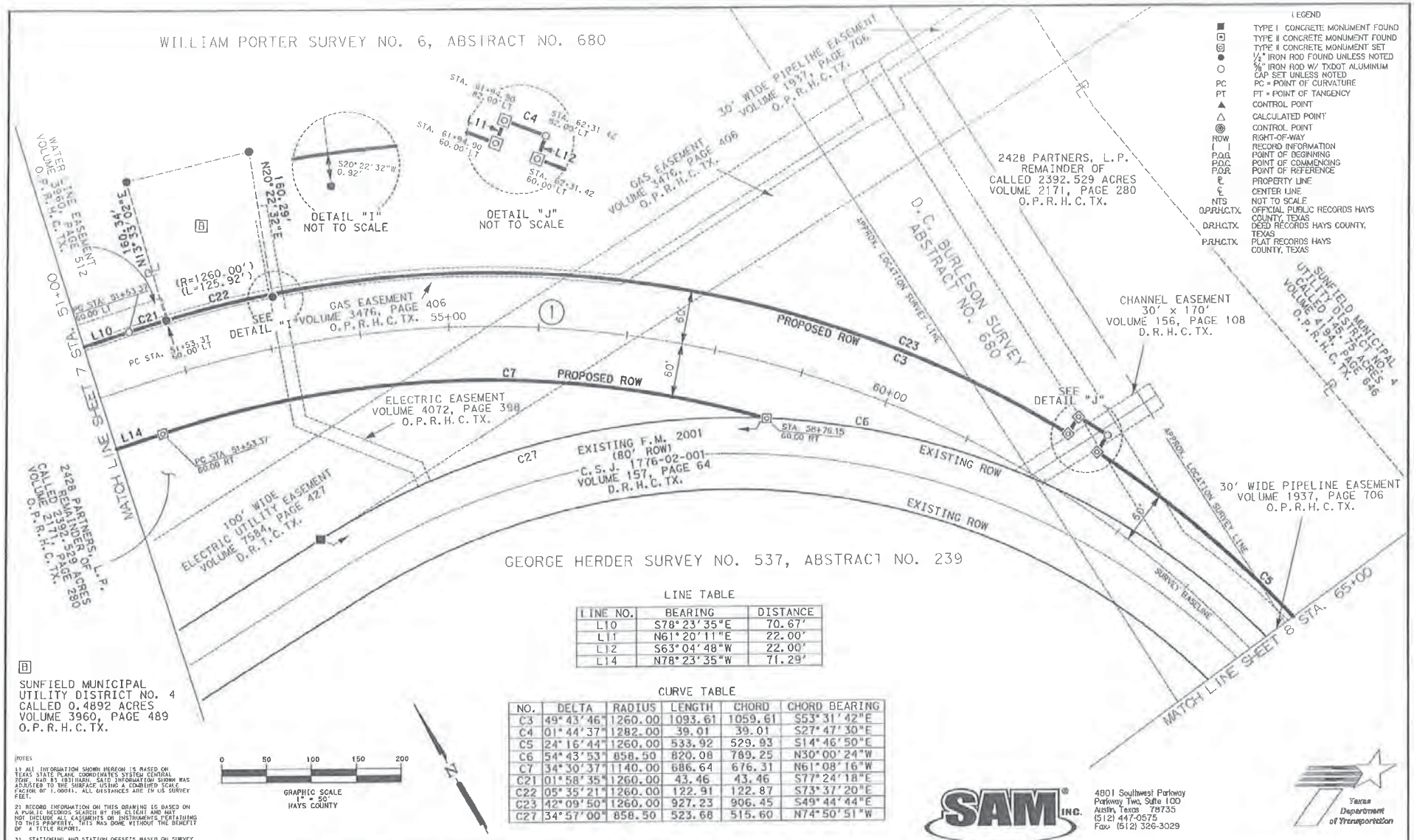
Texas Department of Transportation

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			5
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001

F. M. 2001
RIGHT OF WAY PROJECT

APRIL 30, 2012


TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
LEGEND
TYPE I CONCRETE MONUMENT FOUND
TYPE II CONCRETE MONUMENT FOUND
TYPE II CONCRETE MONUMENT SET
½" IRON ROD FOUND UNLESS NOTED
⅜" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
CONTROL POINT
CALCULATED POINT
CONTROL POINT
RIGHT-OF-WAY
RECORD INFORMATION
POINT OF BEGINNING
POINT OF COMMENCING
POINT OF REFERENCE
PROPERTY LINE
CENTER LINE
NOT TO SCALE
OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
DEED RECORDS HAYS COUNTY, TEXAS
PLAT RECORDS HAYS COUNTY, TEXAS
CURVE TABLE
NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING
C8 | 14°25'02" | 555.00 | 139.65 | 139.29 | S04°35'47"W
C9 | 14°25'02" | 645.00 | 162.30 | 161.87 | N04°35'47"E
C10 | 05°37'11" | 2056.50 | 201.71 | 201.63 | N75°35'00"W
C11 | 01°37'15" | 2078.50 | 58.81 | 58.80 | N71°57'46"W
C12 | 27°39'37" | 2056.50 | 992.80 | 983.18 | N57°19'20"W
C20 | 27°34'56" | 1936.50 | 932.23 | 923.26 | S64°36'07"E
LOT 9 BLOCK R SUNFIELD PHASE ONE SECTION ONE, AMENDED CALLED 9.262 ACRES BOOK 15, PAGES 223-228 P.R.H.C.TX.
DETAIL "E" NOT TO SCALE
DETAIL "F" NOT TO SCALE
DETAIL "G" NOT TO SCALE
DETAIL "H" NOT TO SCALE
2428 PARTNERS, L.P. REMAINDER OF CALLED 2392.529 ACRES VOLUME 2171, PAGE 280 O.P.R.H.C.TX.
WATER LINE EASEMENT VOLUME 3960, PAGE 512 O.P.R.H.C.TX.
MATCH LINE SHEET 6 STA. 35+00
MATCH LINE SHEET 7 STA. 51+00
(R=1936.50') (L=926.55')
(S78°11'42"E 277.73')
271.41'
48.20'
136.15'
S78°23'35"E 455.76'
S78°23'35"E 612.62'
PROPOSED ROW
SURVEY BASELINE CENTERLINE S78°23'35"E 1214.07'
N78°23'35"W 614.20'
SEE DETAIL "D"
SEE DETAIL "E"
SEE DETAIL "F"
SEE DETAIL "G"
SEE DETAIL "H"
2428 PARTNERS, L.P. REMAINDER OF CALLED 362.110 ACRES VOLUME 2566, PAGE 235 O.P.R.H.C.TX.
TRINIDAD VARCINAS SURVEY NO. 9, ABSTRACT NO. 465
GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239
EXISTING ROADS(S) FROM VARIOUS LOCATION IN FOUND
LINE TABLE
LINE NO. | BEARING | DISTANCE
L4 | N11°36'25"E | 20.00'
L5 | S78°23'35"E | 36.51'
L6 | S11°36'25"W | 20.00'
L7 | N11°36'25"E | 20.00'
L8 | S78°23'35"E | 38.52'
L9 | S11°36'25"W | 20.00'
L10 | S78°23'35"E | 70.67'
L14 | N78°23'35"W | 71.29'
L15 | S11°36'25"W | 12.00'
L16 | N78°23'35"W | 38.52'
L17 | N11°36'25"E | 12.00'
L18 | S11°36'25"W | 18.58'
L19 | N85°28'07"W | 92.67'
L20 | S11°48'18"W | 43.51'
L21 | S47°28'04"E | 42.53'
L22 | N42°31'59"E | 42.32'
L23 | N11°48'18"E | 33.17'
L24 | N25°57'06"W | 50.49'
L25 | N78°23'35"W | 277.27'
L26 | S17°13'36"W | 22.00'
L27 | N18°50'51"E | 22.00'
DETAIL "A" NOT TO SCALE
DETAIL "B" NOT TO SCALE
DETAIL "D" NOT TO SCALE
GRAPHIC SCALE 1" = 50' HAYS COUNTY
WATER PIPELINE EASEMENT VOLUME 2681, PAGE 731 O.P.R.H.C.TX.
ELECTRIC EASEMENT VOLUME 4072, PAGE 388 O.P.R.H.C.TX.
100' WIDE ELECTRIC UTILITY EASEMENT VOLUME 7584, PAGE 427 D.R.T.C.TX.
EXISTING F.M. 2001 (80' ROW) 1776-02-001 C.S.J. VOLUME 157, PAGE 64 D.R.H.C.TX.
EXISTING ROW
CHANNEL EASEMENT 30' x 200' VOLUME 157, PAGE 175 D.R.H.C.TX.
VOLUME 157, PAGE 549 D.R.H.C.TX.
S87°40'39"W 150.00'
S02°36'44"E 152.21'
N02°15'44"W 151.76'
NOTES
1) ALL INFORMATION SHOWN HEREON IS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM CENTRAL ZONE, NAD 83 (93)HARN. SAID INFORMATION SHOWN WAS ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00011. ALL DISTANCES ARE IN US SURVEY FEET.
2) RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE CLIENT AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY. THIS WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
3) STATIONING AND STATION OFFSETS BASED ON SURVEY BASELINE.
PARCEL NO. | DEED ACREAGE | PROPERTY OWNER | TYPE OF CONV. | CONVEYANCE DOCUMENT NO. | ACQUISITION PROP. ℄ STATIONS FROM | TO | ACQUIRED ACRES | ACQUIRED SQUARE FOOTAGE | REMAINDER LEFT | RIGHT | REVISIONS
SAM INC. SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway Parkway Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax (512) 326-3029
Texas Department of Transportation
F.M. 2001 RIGHT OF WAY PROJECT
APRIL 30, 2012
FED.RD. DIV.NO. | FEDERAL AID PROJECT NO. | SHEET NO. 6
STATE | TEXAS | AUSTIN
CONT. | SECT | JOB | HIGHWAY NO.
1776 | 02 | 015 | F.M. 2001



LINE TABLE

LINE NO.	BEARING	DISTANCE
L10	S78°23'35"E	70.67'
L11	N61°20'11"E	22.00'
L12	S63°04'48"W	22.00'
L14	N78°23'35"W	71.29'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	49°43'46"	1260.00	1093.61	1059.61	S53°31'42"E
C4	01°44'37"	1282.00	39.01	39.01	S27°47'30"E
C5	24°16'44"	1260.00	533.92	529.93	S14°46'50"E
C6	54°43'53"	858.50	820.08	789.25	N30°00'24"W
C7	34°30'37"	1140.00	686.64	676.31	N61°08'16"W
C21	01°58'35"	1260.00	43.46	43.46	S77°24'18"E
C22	05°35'21"	1260.00	122.91	122.87	S73°37'20"E
C23	42°09'50"	1260.00	927.23	906.45	S49°44'44"E
C27	34°57'00"	858.50	523.68	515.60	N74°50'51"W

[B] SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4 CALLED 0.4892 ACRES VOLUME 3960, PAGE 489 O.P.R.H.C.TX.

NOTES:

1) ALL INFORMATION SHOWN HEREON IS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM CENTRAL ZONE, NAD 83 (93) HARN. SAID INFORMATION SHOWN WAS ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00015. ALL DISTANCES ARE IN US SURVEY FEET.

2) RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE CLIENT AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY. THIS WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.

3) STATIONING AND STATION OFFSETS BASED ON SURVEY BASELINE.

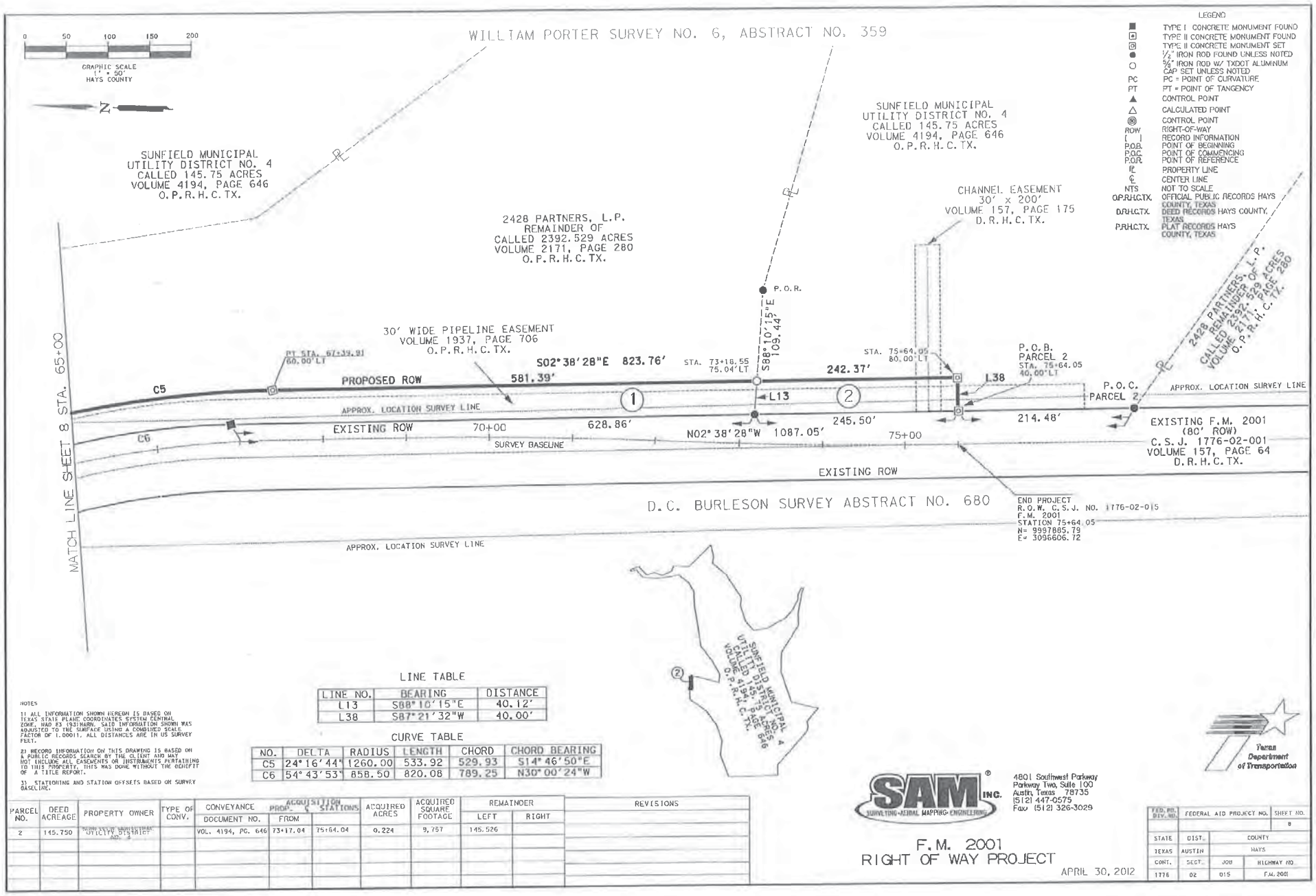
SAM INC.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

Texas Department of Transportation

PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	ACQUISITION PROP. & STATIONS: CONVEYANCE DOCUMENT NO.	FROM	TO	ACQUIRED ACRES	ACQUIRED SQUARE FOOTAGE	REMAINDER LEFT	REMAINDER RIGHT	REVISIONS

F.M. 2001
RIGHT OF WAY PROJECT
APRIL 30, 2012

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			7
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001



LINE TABLE

LINE NO.	BEARING	DISTANCE
L13	S88°10'15"E	40.12'
L38	S87°21'32"W	40.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C5	24°16'44"	1260.00	533.92	529.93	S14°46'50"E
C6	54°43'53"	858.50	820.08	789.25	N30°00'24"W

NOTES

1) ALL INFORMATION SHOWN HEREON IS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM CENTRAL ZONE, NAD 83 (93) HARN. SAID INFORMATION SHOWN WAS ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00011. ALL DISTANCES ARE IN US SURVEY FEET.

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PARCEL NO.	DEED ACREAGE	PROPERTY OWNER	TYPE OF CONV.	CONVEYANCE DOCUMENT NO.	ACQUISITION PROP. STATIONS FROM		ACQUIRED ACRES	ACQUIRED SQUARE FOOTAGE	REMAINDER LEFT	REMAINDER RIGHT	REVISIONS
2	145.750	SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 4		VOL. 4194, PG. 646	73+17.04	75+64.04	0.224	9,757	145.526		

SAM INC.
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029

Texas Department of Transportation

F.M. 2001
RIGHT OF WAY PROJECT
APRIL 30, 2012

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			8
STATE	DIST.	COUNTY	
TEXAS	AUSTIN	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
1776	02	015	F.M. 2001

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PROJECT LAYOUT
3 - 4	TYPICAL SECTIONS
5 - 8	CONSOLIDATED SUMMARIES
9 - 17	TRAFFIC CONTROL PLAN SHEETS
18 - 32	TRAFFIC CONTROL STANDARDS
33 - 34	HORIZONTAL ALIGNMENT DATA SHEET
35	EXISTING REMOVALS
36 - 42	ROADWAY SHEETS
43 - 45	ROADWAY STANDARDS
46 - 69	DRAINAGE SHEETS
70 - 74	DRAINAGE STANDARDS
75 - 79	SIGNING SHEETS
80 - 82	SIGNING STANDARDS
83 - 85	PAVEMENT MARKINGS SHEETS
86 - 91	PAVEMENT MARKINGS STANDARDS
92 - 95	ENVIRONMENTAL SHEETS
96 - 100	ENVIRONMENTAL STANDARDS
101- 146	CROSS SECTIONS (WHITE WING TRAIL)
147- 150	CROSS SECTIONS (CR 11B)

2428 PARTNERS. LLC

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENTS

WHITE WING TRAIL PHASE II
HAYS COUNTY

NET LENGTH OF ROADWAY = 4637 FT

NET LENGTH OF PROJECT = 0.88 MI

LIMITS: FROM END OF WHITE WING TRAIL PHASE I TO 0.88 MILES EAST OF WHITE WING TRAIL PHASE I

NEW ROADWAY CONSTRUCTION ON NEW ALIGNMENT CONSISTING OF GRADING, DRAINAGE, PAVEMENT, SIGNING AND STRIPING.

LETTING DATE: _____
WORK BEGAN: _____
DATE ACCEPTED: _____
CONTRACTOR: _____
TOTAL COST: _____

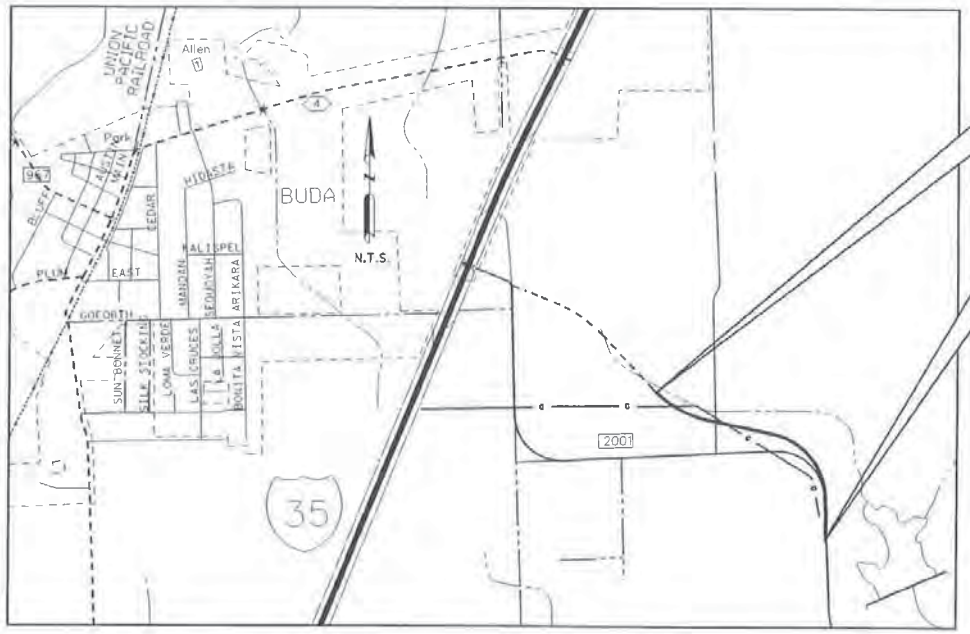
DESIGN SPEEDS	
WHITE WING TRAIL	50 MPH

ADT: EXISTING 0
PROJECTED (2027) 17,000

SIGNS SHALL BE IN ACCORDANCE WITH THE LATEST BC STANDARDS AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

SIGNS CW20-1D WITH TYPE A WARNING LIGHTS AND G20-2A TO BE PLACED ON INTERSECTING ROADS.

SYMBOL	UTILITY COMPANY
—•—	ENTERPRISE PRODUCTS OPERATIONS, L.P. (GAS)



BEGIN PROJECT
STA 47+33.66

END PROJECT
STA 93+65.63

EQUATIONS: NONE
EXCEPTIONS: NONE
RAILROADS: NONE

STATE OF TEXAS
KRIS Z. KEITH
93753
LICENSED
PROFESSIONAL ENGINEER

Kris Z. Keith 8-22-06

THE ENGINEER'S SEAL ON THIS PAGE AUTHORIZES THE USE OF THE STANDARDS INCLUDED IN THIS PLAN SET.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004 SHALL GOVERN ON THIS PROJECT.

2428 PARTNERS, LLC

2428 PARTNERS REPRESENTATIVE _____ DATE _____

SUNFIELD MUD

SUNFIELD MUD REPRESENTATIVE _____ DATE _____

HNTB The HNTB Companies Engineers Architects Planners

PREPARED BY:
HNTB CORPORATION (DESIGN CONSULTANT)

Kris Z. Keith 8-22-06
Kris Z. Keith, P.E. DATE
Project Manager

EXHIBIT "B"

Plotted on: 22-AUG-2006 15:54
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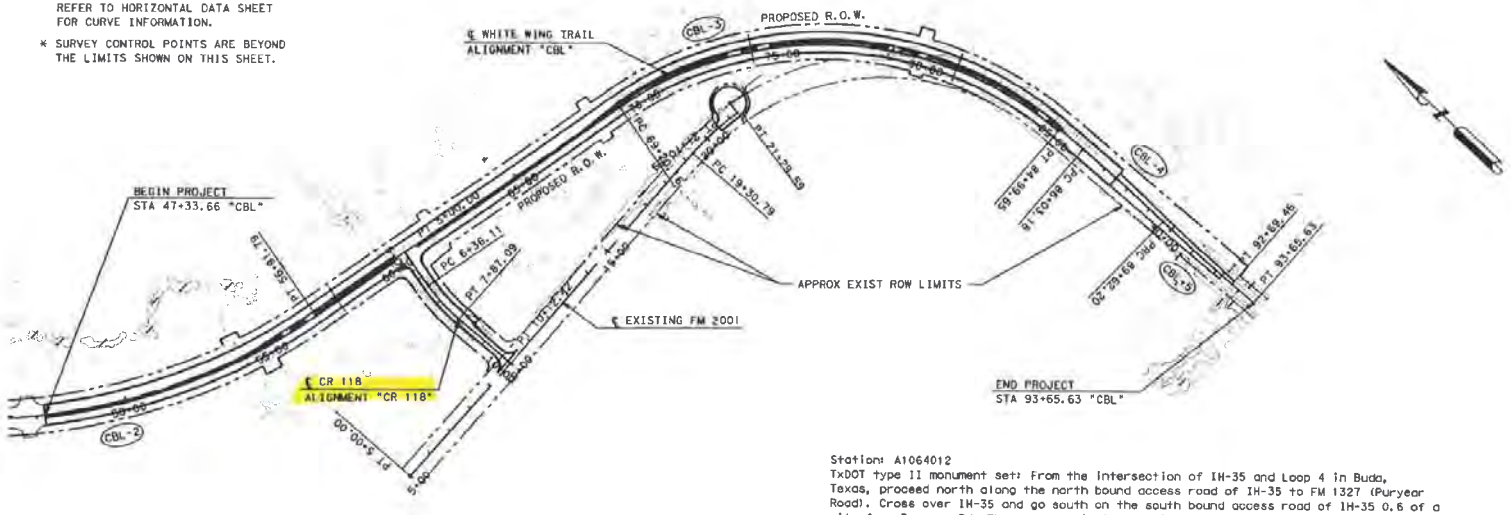
NOTE:
REFER TO HORIZONTAL DATA SHEET
FOR CURVE INFORMATION.

* SURVEY CONTROL POINTS ARE BEYOND THE LIMITS SHOWN ON THIS SHEET.



*SURVEY CONTROL DATA

Project: FM 2001 Extension
Date: 10-25-2005
Job# 25129
Coordinate System: Texas State Plane NAD 83 (93) HARN
Vertical Datum: NAVD-88
Zone: Texas Central (4203)
Units: US Survey Feet
Combined Scale Factor: 1.00011

NOTE: ALL COORDINATES SHOWN ARE SURFACE

Station: GPS100
Travel FM 2001 ± 1.60 miles south of Overpass Road, and ± 1.50 miles north of County Road 131 (Windy Hill Road). Station is a ⅝" iron rod w/ SAM cap. Station is in the east ROW, ± 2.4 feet west of a wire fence, ± 22.3 feet east of the edge of pavement, and 76.5 feet east of a power pole (tag # 2572) located in the west ROW of FM 2001. (Established by S.A.M., Inc.)

Pt.#	Northing	Easting	Elevation	Description
100	9998360.8767	3096623.0589	693.08	GPS-5/8W/SAMCAP

Station: GPS101
Travel FM 2001 ± 2.00 miles south of Overpass Road, and ± 1.20 miles north of County Road 131 (Windy Hill Road). Station is a ⅝" iron rod w/ SAM cap. Station is in the west ROW, ± 4.0 feet east of a wire fence, ± 109.9 feet northwest of a sign "Co. Rd. 107 (left arrow)" in the west ROW, and ± 37.7 feet southeast of a power pole (tag # 2573) ± 7.0 feet west of wire fence. (Established by S.A.M., Inc.)

Pt.#	Northing	Easting	Elevation	Description
101	9996690.4430	3096644.4805	734.94	GPS-5/8W/SAMCAP

Station: A1064012
TxDOT type II monument set: From the intersection of IH-35 and Loop 4 in Buda, Texas, proceed north along the north bound access road of IH-35 to FM 1327 (Puryear Road). Cross over IH-35 and go south on the south bound access road of IH-35 0.6 of a mile from Puryear Rd. The monument is located in the right-of-way, 48.5 feet from the edge of asphalt of the access road, 8.3 feet from a barb wire fence, and 88' from a South Western Bell cable marker sign on a wood post. (Established by McGray and McGray Land Surveyors, Inc.)

Pt.#	Northing	Easting	Elevation	Description
23	10011682.5830	3094279.9143	697.67	GPS-A1064012

Station: N1064012
TxDOT type II monument set: From the intersection of IH-35 and Loop 4 in Buda, Texas, proceed north along the north bound access road 0.5 mile to CR 105 (Turnerville Road). The monument is located 32 feet from the east edge of asphalt of the access road, 3 feet from the corner of a concrete drainage structure, and 5.7 feet from a barbed wire fence. (Established by McGray and McGray Land Surveyors, Inc.)

Pt. #	Northing	Easting	Elevation	Description
24	10008576.4513	3093498.2334	693.41	GPS-N1064012

Station: A1064022
TxDOT type II monument set: From the north end of Loop 4 in Buda, Texas, proceed south along the south bound access road of IH-35 past Hays County Road 228 (Goforth Road) 0.35 miles to Rodriguez Lane. The monument is located in the southwest corner of the intersection, 19 feet from a chain link fence, 9.4 feet from the edge of asphalt of the access road, and 22.9 feet from a concrete drainage structure. (Established by McGray and McGray Land Surveyors, Inc.)

Pt.#	Northing	Easting	Elevation	Description
25	10000134.6929	3089417.9742	737.46	GPS-A1064022

Station: N1064022
TxDOT brass disk set in concrete: From the north end of Loop 4 in Buda, Texas, proceed south along the south bound access road of IH-35 approx. 0.9 mile to West Hays C.R. 228 (Goforth Road). The monument is located in the northwest corner of intersection, 31 feet from the edge of asphalt of the access road, 35.7 feet from a concrete drainage structure, and 1.6 feet from a chain link fence. (Established by McGray and McGray Land Surveyors, Inc.)

Pt.#	Northing	Easting	Elevation	Description
26	10001926.6132	3090114.1790	739.03	GPS-N1064022

STATE OF TEXAS
RONALD L. TABOR
94155
LICENSED
PROFESSIONAL ENGINEER
10/22/06

PROJECT LAYOUT
WHITE WING TRAIL PHASE II
STA. 47+29.08 TO STA. 93+65.63

SCALE: 1" : 400'

HNTB The HNTB Companies Engineers Architects Planners

2428 PARTNERS, LLC

SHEET 1 OF 1 | SHEET NO. 2
DRAWING PREPARED BY: HNTB CORP
DGN: KZK | BY: | CK: KZK

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Plotted on: 22-AUG-2006 16:01

EXHIBIT C

(Will be provided)

EXHIBIT D

(Will be provided)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a professional services agreement with Klotz and Associates for Civil Engineering review related to the La Cima Public Improvements District.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2015	$20,000

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

A condition of creation of the Public Improvement District at La Cima in Precinct 3, is a requirement that expenses and major improvements funded by the PID, be reviewed by Hays County. Staff has been reviewing the administrative submittals but will require assistance with engineered construction plans. The PID assessments pay the annual costs associated with review.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Klotz Associates, Inc. (dba RPS Klotz Associates)**, hereinafter "Contractor"), whose primary place of business is located at 4801 Southwest Parkway, Parkway 2, Suite 150, Austin, Texas 78735, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of November, 2015 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Contractor agrees to provide engineering services associated with the review and coordination of various design elements associated with the La Cima development in Hays County, Texas.

2. SERVICES

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

3. ADDITIONAL TERMS

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

4. DURATION

The parties agree that the Work shall be completed by September 30, 2016. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior

to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed twenty thousand dollars ($20,000 USD) for the Work under this Agreement.

6. PAYMENT

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

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays

County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; fax 512-392-6500; bert.cobb@co.hays.tx.us
All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.
Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

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

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

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

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

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL
Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

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

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

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

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

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

thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

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

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

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

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

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

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

Hays County, Texas	Klotz Associates, Inc.
By: Bert Cobb M.D.	By: Scott Dukette P.E.
Hays County Judge	Vice President

EXHIBIT A-1

Scope of Work

EXHIBIT A
SCOPE OF WORK
ENGINEERING SERVICES for
LA CIMA DEVELOPMENT

The Contractor will provide project management services in support of the La Cima Development Project in Hays County, Texas. Services provided by the Contractor shall be under the direct supervision of the County Engineer. The Contractor may provide additional services not specifically listed below at the request of the County.

Project Documentation
The Contractor will be responsible for documenting the progress of the project including coordination and communication, monthly progress reporting, contract administration, invoicing and document filing.

Engineering Design Management
The Contractor will review documents associated with the project at the request of Hays County and as established in the consultant's individual scope of services. Each document review will be verified against established criteria set forth by Hays County and the City of San Marcos. The Contractor will review Preliminary Engineering Documents, schematics, plans, specifications and estimates (PS&E) and other submittals requested by the County.

Each review will include appropriate disciplines, focusing on consistency in design with the project intent, appropriateness of design solution, and compliance with the established design criteria, specifications and standards. The Contractor will review each submittal and provide comments within two weeks of submission. The Contractor will facilitate a comment resolution meeting, if needed, to discuss and resolve comments before advancing to the next phase of the project.

Bid and Construction Phase Services
The Contractor will provide the following bid and construction phase services:

- Facilitate the delivery of bid documents by the engineering consultant to the County
- Attend the Pre-bid meeting
- Facilitate the preparation of addenda by the engineering consultant for distribution by the County
- Prepare bid tabulation, if needed
- Attend a preconstruction meeting to be facilitated by the construction manager
- Review construction submittals and requests for information (RFI)
- Conduct periodic site inspection of work

EXHIBIT B

Fee Schedule

EXHIBIT B
FEE/RATE SCHEDULE
ENGINEERING SERVICES for
LA CIMA DEVELOPMENT

LABOR CATEGORIES	HOURLY RATE
Principals	$275.00
Department Manager	$250.00
Senior Project Manager	$230.00
Project Manager	$190.00
Senior Project Engineer	$165.00
Project Engineer	$140.00
Associate Engineer I/II	$100.00
Associate Engineer III	$125.00
GIS Specialist	$120.00
Senior Designer	$135.00
Designer	$100.00
Senior CADD Technician	$110.00
CADD Technician	$90.00
Senior Environmental Planner	$200.00
Environmental Planner	$135.00
Clerical	$90.00

REIMBURSABLE EXPENSES

CATEGORY	CONTRACT RATE
1. Plan Sheet Reproduction	
A. Commercial	$0.15 Per Square Foot
B. In-House	$0.25 Per Square Foot
2. Photocopying	
A. Commercial	$0.10 Per Sheet
B. In-House	$0.20 Per Sheet
3. Per-Diem – Subsistence	$50.00 Per Day
4. Lodging	$120.00 Per Night
5. Mileage	$0.575 Per Mile
6. Plotting	
A. Draft	$3.00 Per Square Foot
B. Mylar	$6.00 Per Square Foot
7. CDs	$3.00 Each
8. Deliveries, Telephone, Parking, Tolls, Photos	At Cost
9. Subconsultants	Invoice Cost

-- EXHIBIT "C" --

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

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Development and Community Services department to add a telephone allowance effective October 1, 2015 for the Environmental Health Specialist slot 0235-005 per the data request form and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2015	$420

LINE ITEM NUMBER

001-657-00.5194

AUDITOR USE ONLY

AUDITOR COMMENTS:
See attached budget amendment.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Clint Garza	COBB	N/A

SUMMARY

A stipend has been requested and approved for a newly hired EHS position via the Request/Justification Form for Electronics and Related Equipment/Services. The position travels throughout the County and needs to be accessible to staff, supervisors and the community in order to remain productive and perform duties effectively.

Budget Amendment
Decrease - 001-686-00.5489 Telephone & Data Lines ($420)
Increase - 001-686-00.5194 Telephone Allowance $420

Request/Justification Form
Electronics and Related Equipment/Services

(Must be completed by an Elected Official or Department Head and returned to the appropriate offices per policy)

I am requesting approval for the purchase/issuance/modification of:

1. Cell phone with voice capability for
   Name/Title _____, transfer station phone line only _____
2. Cell phone with voice and text capability for
   Name/Title _____
3. Cell phone with voice, text and data capability (Smart Phone) for
   Name/Title _____Ian Harris, Environmental Health Specialist_____
4. I am requesting a $35/month phone use stipend for the employee above who requires a Smart Phone to conduct County business: _X__Yes ___No
5. Computer Air Card for
   Name/Title _____
6. TV/Cable service
   Name/Title/Functional Work Area _____
7. Fax Machine
   Name/Title/Functional Work Area _____
8. Phone Line for Fax Machine
   Name/Title/Functional Work Area _____
9. Mitel Phone
   Name/Title/Functional Work Area_____

Give specific reason(s) why the above item(s)/service(s) are needed to perform County business:

___As an EHS, Ian's time will be split between field and office work and it is imperative that he has phone access when he is away from his desk. _____

I understand that all expenses for the above equipment/services will be charged to my budget and that I will review the need for this equipment/service at least quarterly. If at any time I determine that the equipment/service is no longer needed by my office/department I will immediately notify the Auditor's Office/Purchasing Department (or the Information Technology Department for Air Cards). I also acknowledge that the Hays County Auditor's Office will periodically review expenses related to the above and may request further justification on behalf of the Hays County Commissioners Court. I may also be required to explain any charges deemed excessive by the Auditor's Office to the Commissioners Court at a regularly scheduled public meeting.

_____ Director
Signature of Elected Official/Department Head — Title

James C. Gwin — 10-19-15
Printed Name — Date

Items 1-4 Approved by HR_____ Date _____

All Items Approved by Auditor Bill A — Date 11/18/15

Budget Amendment Not Required____
Budget Amendment Required___✓___ Approved on_____

Items 5-9 Approved by IT_____ Date _____

AMENDMENT NO.
FY2016-007CC
FY 2016 BUDGET
11/24/2015

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
SHERIFF'S SPECIAL PROJECT FUND (052):						
Agenda Item #6						
Sheriff's Office:					(Revenue)	
	052-618-99-899.4610	Contributions	500		480	980
	052-618-99-899.5222	Crime Prevention	500	480		980

*Accept donation from the Collie's for youth programs.

GENERAL FUND (001):						
Agenda Item #9						
Building Maintenance:					(Revenue)	
	001-695-00.4610	Contributions	0		2,500	2,500
	001-695-00.5201	General Supplies	13,300	2,500		15,800

*Accept donation from Bill and Kate Johnson for Courthouse Christmas Décor.

DISTRICT ATTORNEY DRUG FORFEITURE FUND (081):						
Agenda Item #13						
District Attorney:					(Revenue)	
	081-607-00.4514	Forfeiture Proceeds	0		48,190	48,190
	081-607-00.5021	Staff Salaries	0	27,853		27,853
	081-607-00.5101_100	FICA	0	1,727		1,727
	081-607-00.5101_200	Medicare	0	404		404
	081-607-00.5391	Miscellaneous	816	11,815		12,631
	081-607-00.5551	Continuing Education	2,000	5,000		7,000
	081-607-00.5712_400	Computer Equipment	4,044	1,391		5,435
				48,190	(48,190)	

*Budget forfeiture proceeds for temp Admin III, laptop, cont ed and misc expenses.

GENERAL FUND (001):						
Agenda Item #18						
Development Services:						
	001-657-00.5194	Telephone Allowance	2,450	420		2,870
	001-657-00.5489	Telephone Expense	11,700		(420)	11,280

*Amend for EHS slot 0235-005 cell phone allowance.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a professional services agreement with Fugro Geospatial Inc. for aerial imagery of the Blanco River areas affected by the Memorial Day 2015 flood.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2015	NTE $40,000

LINE ITEM NUMBER

001-656-99-096.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

SUMMARY

In an effort to identify areas with significant debris from the Memorial Day 2015 floods, staff requests aerial imagery of the affected areas along the Blanco River. New higher resolution images will help identify debris that could cause damage to public infrastructure in subsequent smaller flooding events.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize General Counsel to engage outside counsel for the purposes of performing a Takings Impact Analysis and providing legal consultation related to proposed amendments to the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	November 24, 2015	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy/Garza	COBB	N/A

SUMMARY

Pursuant to Chapter 2007 of the Texas Government Code, Hays County needs to perform a Takings Impact Analysis for substantive changes to its Development Regulations.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

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 along Ranch Road 12, in Precinct 3 of Hays County. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	November 24, 2015	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Conley	CONLEY	N/A

SUMMARY

Summary to be provided in Executive Session.