Commissioners Court –August 22, 2017
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 **22nd day of August, 2017**, 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	4	Recognition of Kyle Herron of Dripping Springs and Makenna Hawkins of Buda for their achievement of being selected to serve as President and Vice President of the State 4-H Council. **JONES/WHISENANT**

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. **VILLARREAL-ALONZO**
3	6-13	Approve Commissioners Court Minutes of August 15, 2017. **COBB/GONZALEZ**
4	14	Authorize Commercial OSSF Permit at 133 Glosson Ranch Rd, Dripping Springs, TX 78620. **WHISENANT/MCINNIS**
5	15-21	Approve Utility Permits. **INGALSBE/BORCHERDING**
6	22	Authorize Recycling and Solid Waste Division to waive fees for City of Wimberley until September 9, 2017, for disposal of City owned items. **CONLEY/GARZA**
7	23	Authorize Commercial OSSF Permit at 13551 FM 150, Driftwood. **WHISENANT/MCINNIS**
8	24-55	Approve specifications for RFQ 2017-P09 Auditing Services and authorize Purchasing Manager to solicit for qualifications and advertise. **INGALSBE/LAPOINTE/VILLARREAL-ALONZO**
9	56-58	Authorize the execution of an additional services fee proposal from MEP Engineering, Inc. for work related to the pipe replacement project at the Hays County Government Center. **INGALSBE/GARZA**
10	59-60	Approve a transfer request for one vehicle from the Extension Office to the Development Services Department. **INGALSBE/GARZA**
11	61	Amend the Building Maintenance Department budget for building maintenance and repairs as needed for the remainder of fiscal year 2017. **INGALSBE/GARZA**
12	62	Amend the Recycling and Solid Waste Department budget for waste disposal services as needed for the remainder of fiscal year 2017. **INGALSBE/GARZA**
13	63	Authorize provision of matching funds for the Emergency Watershed Protection Program Grant that was awarded by the Texas State Soil and Water Conservation Board for the auxiliary spillway repair and control measures for the Upper San Marcos Dam System Project. **CONLEY/INGALSBE/SMITH**

ACTION ITEMS

ROADS

14	64-75	Discussion and possible action to approve Advance Funding Agreement Amendment No. 3 between Hays County and the Texas Department of Transportation (TxDOT) for the Hays County-TxDOT Partnership Program and authorize the execution of Amendment No. 3 on behalf of Hays County. **CONLEY**

15	76	Discussion and possible action to select Bowman Consulting as the design engineer for the Cotton Gin rehabilitation project and authorize staff and counsel to negotiate a contract. **JONES/BORCHERDING**
16	77-103	Discussion and possible action to authorize the Court to execute Supplemental Work Agreement #1 with K Friese and Associates for engineering work on the Lime Kiln Bridge project in San Marcos and amend the budget accordingly. **CONLEY/WHISENANT/BORCHERDING**

SUBDIVISIONS

17	104-105	SUB-789 Ranchitos of Niederwald Subdivision (3 Lots). Discussion and possible action to approve final plat. **JONES/PACHECO**
18	106-112	SUB-813 Medlin Creek Ranch Phase 2 (18 Lots). Discussion and possible action to approve final plat; accept Construction Bond No. CNB-24994-00 for the construction of street and drainage improvements in the amount of $368,000.00. **WHISENANT/PACHECO**

MISCELLANEOUS

19	113-114	Discussion and possible action to authorize the execution of a Letter of Agreement between Hays County and Central Texas Medical Center (CTMC) and authorize the payment of $900,000 related to Indigent health care costs. **INGALSBE/SHELL**
20	115	Discussion and update regarding the 2017 Series bond sale and capital improvement program analysis from Hays County's Financial Advisor, Dan Wegmiller with Specialized Public Finance Inc. **INGALSBE/VILLARREAL-ALONZO**
21	116	Discussion and possible action to authorize Commercial OSSF Permit and grant a variance to Section 10-W(6) of the Hays County Rules for On-Site Sewage Facilities at 2500 N FM 1626, Buda, TX 78610. **JONES/MCINNIS**
22	117-118	Discussion and possible action to acknowledge and ratify the signature of the County Judge to accept a grant award from the Texas Veterans Commission - Fund for Veterans Assistance in the amount of $100,000.00 for Hays County Veterans Treatment Court operations, as well as approve the proposed changes to the grant elements associated with this award, and amend the budget accordingly. **INGALSBE/GLICKLER/HAUFF**
23	119-120	Discussion and possible action to authorize the Transportation Director to hire two vacant Road Maintenance Specialists, slot 1075-002 and slot 1075-003 at the 50th percentile effective August 22, 2017. **INGALSBE/BORCHERDING**
24	121-127	Discussion and possible action to authorize the execution of the Funding Agreement between Hays County and the Greater San Marcos Economic Development Council. **CONLEY/INGALSBE**
25	128-129	Discussion and possible action to authorize the execution of a Memorandum of Understanding with the private property owners for Kyle Fire Department ESD#5 Station #3, Dripping Springs Ranch Park, Freeman Ranch and Wimberley Pump Station (owned by ESD#4 off Burnett Ranch Road in Wimberley) allowing Hays County infrastructure access to their property to install and maintain Fire Weather stations and fencing and amend the budget accordingly. **INGALSBE/SMITH**
26	130	Discussion and possible action to approve selection of United Healthcare as the health and dental insurance provider for Hays County beginning January 1, 2018; and to authorize staff and counsel to negotiate a contract for those services. **INGALSBE**
27	131	Discussion and possible action to vote on a proposed budget and tax rate for Fiscal Year 2018 and schedule public hearings. **INGALSBE/VILLARREAL-ALONZO**

WORKSHOP

28	132	10:00 a.m. - Budget Workshop regarding the FY 2018 Hays County Budget. Possible action may follow. **INGALSBE/VILLARREAL-ALONZO**

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.

29	133	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 Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court. **INGALSBE**
30	134	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 King. Possible action may follow in open court. **INGALSBE**

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.

31	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. **INGALSBE/CUTLER**
32	Discussion and possible action related to the burn ban and/or disaster declaration. **INGALSBE/SMITH/BROWNING**
33	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. **INGALSBE**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 18th day of August, 2017

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

Recognition of Kyle Herron of Dripping Springs and Makenna Hawkins of Buda for their achievement of being selected to serve as President and Vice President of the State 4-H Council.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	WHISENANT

SUMMARY

Hays County has never had any kids on the State 4-H Council.

AGENDA ITEM REQUEST FORM

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AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

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	VILLARREAL-ALONZO	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 August 15, 2017.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

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

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 15th DAY OF AUGUST A.D., 2017, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

Reverend Vilma Resendiz, of the Pentecostal Church, gave the invocation. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the United States and Texas flags. Commissioner Ingalsbe called the meeting to order.

PRESENTATION OF DISTINGUISHED SERVICE AWARD FROM TEXAS HISTORICAL COMMISSION TO THE HAYS COUNTY HISTORICAL COMMISSION

Kate Johnson chairman of the Historical Commission spoke.

PUBLIC COMMENTS

Dan Lyon a San Marcos resident & David Crowell a San Marcos resident spoke.

32719 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve payments of county invoices in the amount of $1,533,545.73 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

32718 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 8, 2017

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of August 8, 2017 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

32720 APPROVE UTILITY PERMITS

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve utility permit #1041 on Crosswinds Parkway issued to City of Kyle/CBD, Inc.; #1042 on Treetop Way issued to Spectrum; #1043 on County Road 153 issued to CenterPoint Energy as submitted by the Transportation Department. All present voting "Aye". MOTION PASSED

32721 ACCEPT A DONATION FROM THE BURDINE JOHNSON FOUNDATION FOR PHASE III OF THE HAYS COUNTY HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission has received a donation for expenses related to the final phase of the Historical Jail Restoration Project. Attachment: Budget Amendment: Increase – Misc. Capital Improvements, Increase - Capital Contributions. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to accept a donation from the Burdine Johnson Foundation for Phase III of the Hays County Historical Jail Restoration Project and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32722 ACCEPT A DONATION FROM THE BURDINE JOHNSON FOUNDATION FOR THE HISTORICAL KYLE DEPOT CABOOSE RESTORATION PROJECT AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission has received a donation for expenses related to the restoration of an early 1910-era Caboose for the Kyle Train Depot. Budget Amendment: Increase – Misc. Capital Equipment, Increase - Capital Contributions. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to**

accept a donation from the Burdine Johnson Foundation for the Historical Kyle Depot Caboose Restoration Project and amend the budget accordingly. All present voting "Aye". MOTION PASSED

32723 AUTHORIZE THE HISTORICAL COMMISSION TO ACCEPT VARIOUS DONATIONS FOR THE KYLE DEPOT PROJECT AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission has received donations for the Kyle Depot Projects for misc. supplies. Budget Amendment: Increase - 5201 Supplies, Increase - 4610 Contributions. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the Historical Commission to accept various donations for the Kyle Depot Project and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32724 APPROVAL TO AWARD AND EXECUTE ALL CONTRACT DOCUMENTS TO TRANS-TEXAS RAIL SHOP RELATED TO RFP 2017-P06 RESTORATION OF WOODEN CABOOSE AT THE KYLE DEPOT AND HERITAGE CENTER

Purchasing received 1 proposal from Trans-Texas Rail Shop. The Historical Commission has reviewed the proposal and is satisfied with the references and experience of the contractor, and the cost of the project. Staff recommends contract award to Trans-Texas Rail Shop. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve award and execute all contract documents to Trans-Texas Rail Shop related to RFP 2017-P06 Restoration of Wooden Caboose at the Kyle Depot and Heritage Center. All present voting "Aye". MOTION PASSED**

32725 APPROVAL TO AWARD AND EXECUTE ALL CONTRACT DOCUMENTS TO S.I. MECHANICAL, LLC RELATED TO IFB 2017-B06 COUNTYWIDE A/C AND HEATING SERVICES

Purchasing received 1 bid from S.I. Mechanical, LLC. S.I. Mechanical submitted a thorough bid packet, including references. This vendor is located in Manchaca, Texas. Staff recommends award of a contract to S.I. Mechanical, LLC for these services. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve award and execute all Contract documents to S.I. Mechanical, LLC related to IFB 2017-B06 Countywide A/C and Heating Services. All present voting "Aye". MOTION PASSED**

32726 AUTHORIZE THE CONSTABLE PRECINCT 3 OFFICE TO PURCHASE TWO PROLASER RADARS UTILIZING THE SCHOOL ZONE SAFETY PROGRAM FUNDS

The Constable Pct. 3 would like to purchase two additional ProLaser radars to assist with traffic speed issues within the school zones. Funds are available within the School Zone Safety Program Fund for this purchase. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize Constable Pct. 3 to purchase two ProLaser Radars utilizing the School Zone Safety Program Funds. All present voting "Aye". MOTION PASSED**

32727 ADOPT THE NEW ELECTION SERVICE FEES

These fees have not been revised in 12 years. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adopt the new Election Service Fees. All present voting "Aye". MOTION PASSED**

32728 AUTHORIZE THE EXECUTION OF A FIRST LETTER AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("DSISD") FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS ("SRO'S")

This Amendment will add an additional SRO and Sycamore Springs Middle School to the Agreement executed in 2013. The SRO will divide his/her time between Dripping Springs Middle School and Sycamore Springs Middle School. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the execution of a First Letter Amendment to the Interlocal Cooperation Agreement between Hays County and Dripping Springs Independent School District (DSISD) for the provision of School Resource Officers (SRO'S). All present voting "Aye". MOTION PASSED**

32729 RESCIND RFP 2017-P12 AND APPROVE SPECIFICATIONS FOR RFQ 2017-P13 HAZARD MITIGATION GRANT WRITING AND MANAGEMENT SERVICES AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR QUALIFICATIONS AND ADVERTISE

The Court approved specifications for RFP 2017-P12 on August 8th for Hazard Mitigation Grant Writing and Management Services. Upon further review regarding the type and scope of services requested, it was determined that an RFQ was needed. The RFP was not designed to address the professional services required for engineering as well as the grant application preparation and management needed for this project. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to rescind RFP 2017-P12 and approve Specifications for RFQ 2017-P13 Hazard Mitigation Grant Writing and Management Services and authorize Purchasing Manager to solicit for qualifications and advertise. All present voting "Aye". MOTION PASSED**

32730 APPROVE OUT OF STATE TRAVEL FOR TOMMY MCGREEVY TO ATTEND THE NATIONAL CRISIS INTERVENTION TEAM CONFERENCE IN FT. LAUDERDALE, FLORIDA FROM AUGUST 16TH THROUGH AUGUST 18TH

The Hays County/San Marcos PD task force is sending 4 individuals from our network. They will fly out on August 15th and return August 19th. The conference will provide new training in the field of Crisis Intervention. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve out of state travel for Tommy McGreevy to attend the National Crisis Intervention Team Conference in Ft. Lauderdale, Florida from August 16th through August 18th. All present voting "Aye". MOTION PASSED**

32731 AUTHORIZE THE INSTALLATION OF ELECTRICAL INFRASTRUCTURE FOR THE JAIL AND PUBLIC SAFETY BUILDING PROJECTS

The City of San Marcos has submitted project costs estimates for the installation of overhead and underground electrical infrastructure at the new Jail and Public Safety Building sites. The Project Management Team (ECM) has reviewed and approves payment for these services. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the installation of electrical infrastructure for the Jail and public safety building projects. All present voting "Aye". MOTION PASSED**

32732 SELECT RPS, AS THE DESIGN ENGINEER FOR THE FM621 PROJECT AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT

Jerry Borcherding spoke. Commissioner of Precinct 1, Debbie Ingalsbe, and the Transportation Department recommend the selection of RPS from a pool of capable engineering firms as the best qualified to provide engineering services on the FM621 project. If selection is approved by court action, then staff will enter into contract negotiations. If a reasonable scope and fee can be reached, Staff will bring forth a Professional Service Agreement for discussion and possible action by the Court. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to select RPS, as the design engineer for the FM621 project and authorize staff and counsel to negotiate a contract. All present voting "Aye". MOTION PASSED**

32733 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE THE CONSTRUCTION BOND #K09568736 IN THE AMOUNT OF $1,195,701.17, AND ACCEPT THE MAINTENANCE BOND #EAIC 088000002 IN THE AMOUNT OF $120,448.82 FOR A 2-YEAR PERIOD FOR SHADOW CREEK SUBDIVISION, PHASE 5, SECTION 1

Jerry Borcherding spoke. Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. The Transportation Department has inspected and approved the improvements. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to accept road construction and drainage improvements, release the Construction Bond #K09568736 in the amount of $1,195,701.17, and accept the Maintenance Bond #EAIC 088000002 in the amount of $120,448.82 for a 2-year period for Shadow Creek subdivision, Phase 5, Section 1. All present voting "Aye". MOTION PASSED**

32734 APPROVE SELECTION OF AMERICAN STRUCTUREPOINT, INC. TO PROVIDE SCHEMATIC, ENVIRONMENTAL DOCUMENTATION AND PLANS, SPECIFICATIONS & ESTIMATES (PS&E) SERVICES FOR THE FM 3237 SAFETY IMPROVEMENT PROJECT FROM FM 150 TO RR 12; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT

Commissioner Conley spoke. Jerry Borcherding gave staff recommendation. The FM 3237 safety improvement project from FM 150 to RR 12 is included in the 2016 Road Bond Program and is one of the highest priorities in Precinct 3 and in the County. Approval of American Structurepoint, Inc. for schematic, environmental documentation and PS&E services would position this important safety project to move quickly to construction and allow the County to seek additional construction funding through CAMPO and TxDOT. American Structurepoint, Inc. has been pre-qualified by Hays County for the requested services. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve selection of American Structurepoint, Inc. to provide schematic, environmental documentation and Plans, Specifications & Estimates (PS&E) services for the FM 3237 safety improvement project from FM 150 to RR 12; and to authorize staff and counsel to negotiate a contract. All present voting "Aye". MOTION PASSED**

32735 CALL FOR A PUBLIC HEARING ON AUGUST 29, 2017 TO REDUCE THE CURRENT SCHOOL ZONE SPEED LIMIT OF 30 MPH TO 25 MPH ON SAWYER RANCH ROAD FOR THE NEW ELEMENTARY & MIDDLE SCHOOLS

Commissioner Whisenant spoke. Jerry Borcherding gave staff recommendation. This action would decrease the current, court-approved 30 MPH school zone speed limit to 25 MPH. The Dripping Springs ISD staff believe this reduction will be better for school traffic that might have to wait on Sawyer Ranch Rd. before being able to turn onto the school property. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to call for a public hearing on August 29, 2017 to reduce the current school zone speed limit of 30 MPH to 25 MPH on Sawyer Ranch Road for the new elementary & middle schools. All present voting "Aye". MOTION PASSED**

32736 ACCEPT BRIDGE CONSTRUCTION FOR THE ONION CREEK BRIDGE IMPROVEMENTS ON CALITERRA PARKWAY IN CALITERRA SUBD., PHASE 1, SECTION 5, AND ACCEPT THE MAINTENANCE BOND #1034756MNT IN THE AMOUNT OF $2,684,684.80 FOR A 2-YEAR PERIOD

Jerry Borcherding spoke. Staff recommends acceptance of the construction of the bridge within the County ROW, and all regulatory signage as posted. The Transportation Department has inspected and approved the improvements. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to accept bridge construction for the Onion Creek Bridge Improvements on Caliterra Parkway in Caliterra Subd., Phase 1, Section 5, and accept the Maintenance Bond #1034756MNT in the amount of $2,684,684.80 for a 2-year period. All present voting "Aye". MOTION PASSED**

32737 SELECT HDR INC. AS PROJECT MANAGER FOR THE DACY LANE PROJECT AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT

General Counsel Mark Kennedy spoke. Ex Officio Commissioners and staff recommend the selection of HDR Inc. from a pool of capable firms as the best qualified to provide project management services on the Dacy Lane project. If selection is approved by court action, the Transportation Department will enter into negotiation regarding scope and fee. If a reasonable scope and fee can be reached, the Transportation Department will bring forth a Professional Service Agreement for discussion and possible action by the Court. Because project management may be construed to be a Professional Service under Ch.262 of the Texas Local Government Code, and not one of the enumerated Professional Services under Ch.2254 of the Texas Government Code, the contract negotiated by staff and counsel, which would be brought to Court for consideration, will contain a finding under TLGC §262.024(a)(4). **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to select HDR Inc. as Project Manager for the Dacy Lane project and authorize staff and counsel to negotiate a contract. All present voting "Aye". MOTION PASSED**

32738 AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BYRN AND ASSOCIATES TO PROVIDE DESIGN SURVEY SERVICES ALONG AN APPROXIMATELY 1/2 MILE SECTION OF HIGH ROAD AND AMEND THE BUDGET ACCORDINGLY

Commissioner Jones spoke. Byrn and Associates will, if approved, provide survey services to county staff for the design of a potential dedicated left turn lane along High Road between North Plum Creek Road and State Highway 21 to support the operation of the new elementary school which is currently under construction. Budget Amendment: Decrease Road Material and Supplies: .5351 - ($12,000.00) Increase Contract Services Consultant: .5448_008 - $12,000.00. **A motion was made by Commissioner Jones , seconded by**

Commissioner Whisenant to authorize the execution of a professional services agreement with Byrn and Associates to provide design survey services along an approximately 1/2 mile section of High Road and amend the budget accordingly. All present voting "Aye". MOTION PASSED

32739 SELECT THE PRIME STRATEGIES, INC./HNTB CORPORATION (PSI/HNTB) TEAM AS THE GENERAL ENGINEERING CONSULTANT (GEC) FOR THE HAYS COUNTY 2016 ROAD BOND PROGRAM STATE HIGHWAY SYSTEM PROJECTS; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE CONTRACT(S)

Commissioner Jones, Commissioner Conley, and Commissioner Whisenant spoke. The GEC would be responsible for managing the development and implementation of the 2016 Road Bond Program projects on the State Highway System, including preliminary engineering, environmental clearance, right-of- way determination and acquisition, utility relocation, construction engineering, and construction and construction management where appropriate. The GEC would also be responsible for coordination with the Texas Department of Transportation (TxDOT) and the Capital Area Metropolitan Planning Organization (CAMPO) on project scheduling, financing/funding, grant opportunities and other matters where appropriate. The GEC would also be responsible for consultant contract and work authorization management, and invoice processing, and would also provide on-going coordination with the County's Transportation Department. The PSI/HNTB GEC Team has assisted the County in the development and implementation of projects on the State Highway System since 2008 with the successful Pass-Through Finance Program voter referendum, and the subsequent Hays County-TxDOT Partnership Program. The last of the nine Pass-Through Finance Program projects, FM 1626 South, is now under construction and the County has already invoiced TxDOT for 25% of the total payback reimbursement. The Partnership Program, which was funded in part with cost savings from the Pass-Through Finance Program and the County's Road Bond Program, is moving forward with one project nearing completion and several others anticipated to be under construction in the coming year. The PSI/HNTB GEC team has provided a high level of quality control in their services, creativity in addressing scheduling, engineering, agency approval, leveraging the County's bond dollars, and funding challenges. Overall, their team has provided quality assistance to the County in delivering projects to the State Highway System in time and on budget. The process to initially select the GEC to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to select the Prime Strategies, Inc./HNTB Corporation (PSI/HNTB) team as the General Engineering Consultant (GEC) for the Hays County 2016 Road Bond Program State Highway System projects; and to authorize staff and counsel to negotiate contract(s). All present voting "Aye". MOTION PASSED**

32740 SUB-555 RUTHERFORD WEST SECTION 4 (42 LOTS) APPROVE FINAL PLAT; ACCEPT CONSTRUCTION BOND NO. 1059746 FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF $699,375.35

County Planner, Caitlyn Strickland spoke and gave staff recommendation. The preliminary plan for the Rutherford West Subdivision was originally approved on May 11, 2004 as a 292 lot subdivision located off of FM 1826 in Precinct 2. This section includes 42 single-family residential lots. All lots will be served by West Travis County Public Utility Agency and wastewater service will be accomplished by individual advanced OSSFs. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve final plat and accept Construction Bond No. 1059746 for the construction of street and drainage improvements in the amount of $699,375.35 for SUB-555 Rutherford West Section 4 (42 lots). All present voting "Aye". MOTION PASSED**

32741 WAIVE THE HAYS COUNTY PERMIT FEES FOR THE WIMBERLEY VALLEY HABITAT FOR HUMANITY PROJECT LOCATED AT 20 MATADOR TRAIL, WIMBERLEY, TX 78676

Wimberley Valley Habitat for Humanity is a non-profit community assistance organization that utilizes volunteers to build houses for low income families. The Commissioners Court has waived the fees for development permits for this group in the past. This home will be the 20th that the organization has built in the Wimberley Valley. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to waive the Hays County permit fees for the Wimberley Valley Habitat for Humanity project located at 20 Matador Trail, Wimberley, TX 78676. All present voting "Aye". MOTION PASSED**

32742 AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HAYS COUNTY AND MILLIMAN, INC. FOR ACTUARIAL SERVICES RELATED TO RETIREE DRUG SUBSIDY

Acting Human Resources Director Shari Miller spoke. This agreement authorizes Milliman, Inc. to determine whether Hays County's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the

standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. All present voting "Aye". MOTION PASSED**

32743 ADOPT THE ELECTION DAY POLLING PLACES FOR THE NOVEMBER 7, 2017, CONSTITUTIONAL AMENDMENT ELECTION

Election Administrator Jennifer Anderson spoke. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adopt the Election Day Polling Places for the November 7, 2017, Constitutional Amendment Election. All present voting "Aye". MOTION PASSED**

32744 ADOPT THE EARLY VOTING SCHEDULE (DATES & TIMES) FOR THE NOVEMBER 7, 2017, CONSTITUTIONAL AMENDMENT ELECTION

Elections Administrator Jennifer Anderson spoke. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt the Early Voting Schedule (Dates & times) for the November 7, 2017, Constitutional Amendment Election. All present voting "Aye". MOTION PASSED**

32745 AUTHORIZE EXECUTION OF AN INTERLOCAL FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT RELATED TO MONITORING OF GROUNDWATER WITHIN THAT DISTRICT AND AMEND THE BUDGET ACCORDINGLY

Commissioner Conley, Commissioner Whisenant, and General Council Mark Kennedy spoke. As part of the comprehensive Hays-County-wide groundwater monitoring effort, this proposed ILA/MOU is designed much like the agreement executed between Hays County and BSEACD last year. This agreement covers the Hays Trinity in the western parts of Hays County. It proposes the installation of 4 groundwater monitoring wells. Potential Funding Source for FY17: County Wide Misc. Capital Improvements. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize execution of an Interlocal Funding Agreement and Memorandum of Understanding between Hays County and the Hays Trinity Groundwater Conservation District related to monitoring of groundwater within that district and amend the budget accordingly. All present voting "Aye". MOTION PASSED**

32746 AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH MLA LABS, INC., TO PROVIDE GEOTECHNICAL ENGINEERING SERVICES FOR DAHLSTROM NATURE PRESERVE PARKING AREA

Clint Garza, Director of Development and Community Services spoke. The Parks Department would like to enter into an agreement with MLA Labs, Inc., for subsurface geotechnical services that are needed prior to construction of the parking area at the Dahlstrom Nature Preserve. The findings will be shared with RVi and Erin Banks so that modifications to the site plans can be made. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the execution of an Agreement with MLA Labs, Inc., to provide Geotechnical Engineering Services for Dahlstrom Nature Preserve parking area. All present voting "Aye". MOTION PASSED**

Clerk's Note: Court took a break at 9:49 a.m. and reconvened at 10:00 a.m.

10:00 A.M. - BUDGET WORKSHOP REGARDING THE FY 2018 HAYS COUNTY BUDGET

Libraries – Diane Insley of Public Libraries, Melinda Hodges, of Buda Public Library, Paul Phelan Director of the Kyle Public Library, Marcia Atilano, Director of Dripping Springs Library, Carolyn Manning, Director of Wimberley Library, each spoke. Constable Pct. 4 – gave a powerpoint presentation. Constable Pct. 1 – gave a powerpoint presentation. Constable Pct. 5 – requested a salary increase for his Justice Clerk. The rate is moving her from 10% to 25%. Yearly budgetary impact would be $2,075.32. Lon Shell, Chief of Staff, explained the effective tax rate.

Clerk's Note Agenda Item #32 RE: *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 RIGHT OF WAY ALONG PROPOSED FM110 IN PCT. 1* **– was pulled**

***** *****

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL(S) REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

Court convened into Executive session at 12:57 p.m. and reconvened into open court at 2:02 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, General Counsel Mark Kennedy, Chief of Staff, Lon Shell, Tammy Crumley, Brandon Muniz, Stan Lewiecki, and Mike Shaunessy. No action taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND/OR DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE, USE, OR VALUE OF REAL PROPERTY OWNED BY HAYS COUNTY

Court convened into Executive session at 12:34 p.m. and reconvened into open court at 12:55 p.m. And reconvened into Executive Session at 2:02 p.m. and reconvened into open court at 2:07 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, General Counsel Mark Kennedy, Chief of Staff, Lon Shell, Tammy Crumley, Brandon Muniz, and Shari Miller. No action taken.

32747 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 HUMPTY DUMPTY (SPRINGTOWN)

Court convened into Executive session at 12:29 p.m. and reconvened into open court at 12:33 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, General Counsel Mark Kennedy, Chief of Staff, Lon Shell, Tammy Crumley, and Brandon Muniz. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize Commissioner Precinct 1, on behalf of Hays County, to execute a Second Addendum to Chapter 381 Economic Development Agreement between Hays County and Humpty Dumpty SSM, Ltd., as presented in Executive Session. All present voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #36 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY* **– was pulled**

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Drought Index is at 507. Burn Ban will remain in effect.

Clerk's Note Agenda Item #38 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR* **– was pulled**

ADJOURNMENT

Court adjourned at 2:17 p.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 August 15, 2017.

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

Authorize Commercial OSSF Permit at 133 Glosson Ranch Rd, Dripping Springs, TX 78620.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

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

Brumax Enterprises LTD is proposing an OSSF to serve three new office/warehouse buildings. Each building will have two office/warehouse spaces. This system will serve up to 24 employees and customers. This 1.29-acre tract of land will be served by a private well.
The system designer, Daniel Balboa, R.S., has designed a system which consists of pretreatment, flow-equalization, and secondary treatment. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 180 gallons.

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 Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

Permit	Road Name	Utility
1044	Dacy Lane	CenterPoint Energy (gas line)
1045	Marsh Lane & Heron Drive (Shadow Creek)	CenterPoint Energy (gas line)

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 1044

Application Date: August 7, 2017

Commissioner Court Approval Date: August 22, 2017

Company Name: CenterPoint Energy
Company Address: 2730 S. IH-35, New Braunfels, TX 78130
Company Phone: (830) 643-6902
Company Contact: Hugh Fitzwater

Type of Utility: gas line

Road Name: Dacy Lane
Subdivision:
Pct. #: 2

This work involves the installation of a new gas main line (4") along the eastern ROW of Dacy Lane between Hillside Terrace Rd and Suffield Drive, and crossing Dacy Lane (2") westward to a tie-in with a line in the ROW of Suffield Drive. Please see the design layout of the project.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

1044

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

Application for Installation

Utility Line on Hays County Right of Way

Date: August 7th, 2017

Formal notice is hereby given that CenterPoint Energy, a Division of CenterPoint Energy Resources Corporation Company proposes to place a 2" and 4" intermediate pressure polyethylene plastic gas line Line within the right-of-way of County Road 205 (Dacy Ln) and near intersection of Suffield Dr., Buda, Texas Development as follows: (give location, length, general design, etc.)

Proposed Parallel of CR 205 (Dacy Ln) with a 4" IP PLA Gas Main and crossings of CR 205 (Dacy Ln) with a 2" IP PLA MAIN installed in a 4" Stl Casing at the intersection of Suffield Buda, Hays County, Texas. See attached drawing for proposed piping plan (80154682 Hays County Permit).
The installed gas line will operate at a pressure under 60 PSIG.

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 5th_day of January_, 2017_.

General Special Provisions:

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

Firm CenterPoint Energy

Title Engineering Specialist IV

By (Print) Hugh Fitzwater

Address 2730 S IH 35
New Braunfels, TX 78130

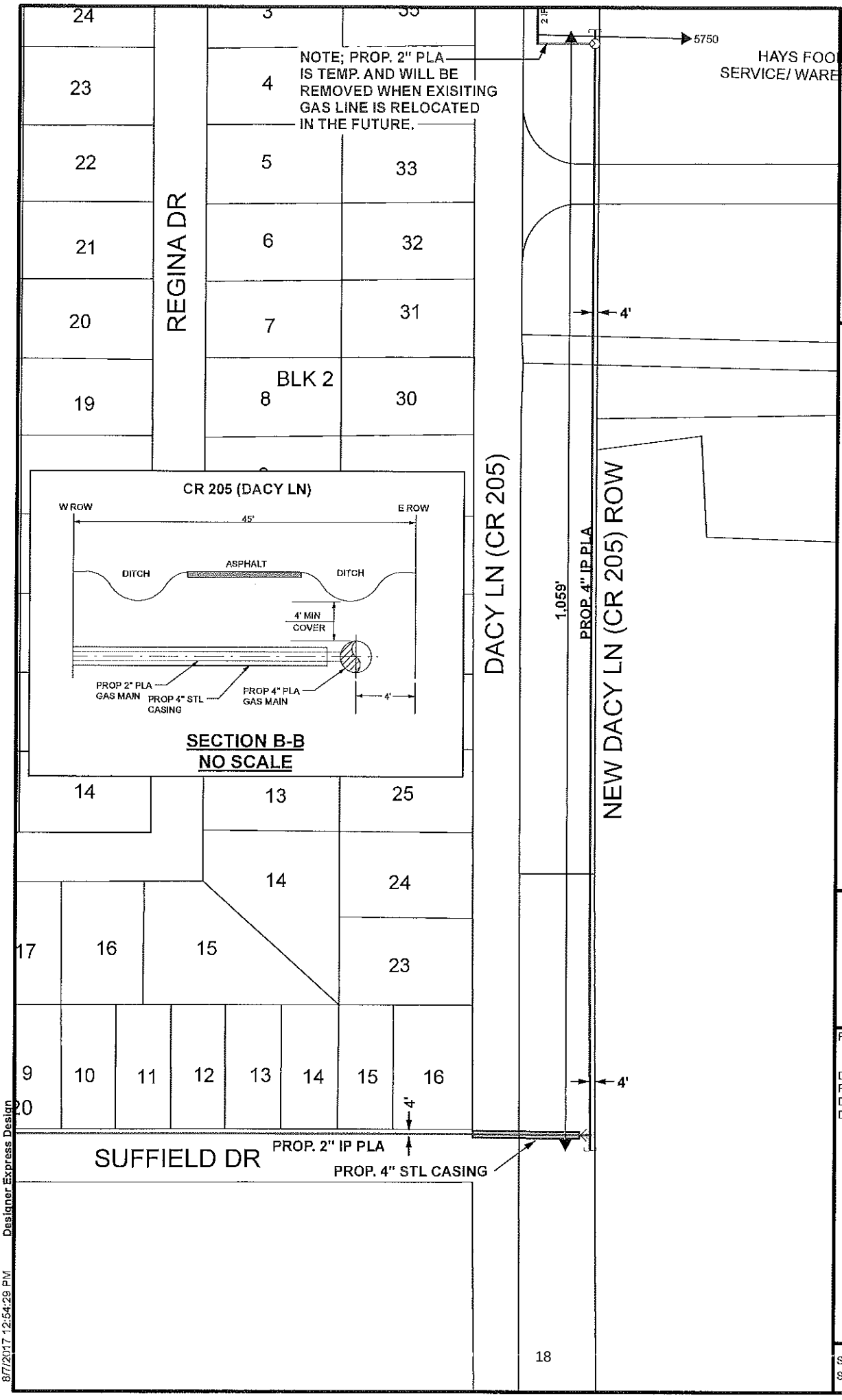
Signature

Phone (830) 643-6902

Approved by Hays County Road & Bridge Department

[signature], Operations Superintendent 8/7/17

Signature Title Date



CenterPoint Energy
Texas Region - South Texas Gas Engineering

PROJECT WO# 80154682
FACET F233713930
F233413930
F233713932

LEGEND:
EXISTING MAIN
PROP. 4" IP PLA, SDR 11.5 PE 2406/2708
PROP. 2" IP PLA, SDR 11.0 PE 2406/2708
PROP. 4" STL CASING

PROPOSED PARALELL AND CROSSING OF COUNTY ROAD 205 (DACY LN), BUDA, HAYS COUTY, TEXAS

PURPOSE:

DESIGNER: Hugh Fitzwater
PHONE#: 830-643-6902
DRAWN BY: Hugh Fitzwater
DESIGN DATE: 11/14/2016

SCALE: 1" : 120'
SHEET: 1 OF 1

8/7/2017 12:54:29 PM Designer Express Design

HAYS COUNTY TRANSPORTATION DEPARTMENT

UTILITY PERMIT APPROVAL LETTER

Approval of Utility Permit: 1045

Application Date: August 10, 2017

Commissioner Court Approval Date: August 22, 2017

Company Name: CenterPoint Energy
Company Address: 2730 S. IH-35, New Braunfels, TX 78130
Company Phone: (830) 643-6902
Company Contact: Hugh Fitzwater

Type of Utility: gas line

Road Name: Marsh Lane & Heron Drive
Subdivision: Shadow Creek
Pct. #: 2

This work involves the installation of new gas lines (2") on Marsh Lane (4 crossings) and Heron Drive (2 crossings) on segments of these roads that will soon be under construction. Please see the design layout of the project.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

1045

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

Application for Installation

Utility Line on Hays County Right of Way

Date: August 10, 2017

Formal notice is hereby given that CenterPoint Energy, a Division of CenterPoint Energy Resources Corporation
Company proposes to place a 2" intermediate pressure polyethylene plastic gas line
Line within the right-of-way of Marsh Ln and Heron Dr in the Shadow Creek, Section 9-2 Development as follows: (give location, length, general design, etc.)
Proposed crossings of road ways with a 2", I.P. polyethylene plastic gas line in the Shadow Creek, Sec. 9-2 development near Buda, Hays County, Texas. See attached drawing for proposed piping plan (83177173 Hays County Permit).
The installed gas line will operate at a pressure under 60 PSIG.

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 28th_day of August_, 2017_.

General Special Provisions:

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

Firm CenterPoint Energy

Title Engineering Specialist IV

By (Print) Hugh Fitzwater

Address 2730 S IH 35
New Braunfels, TX 78130

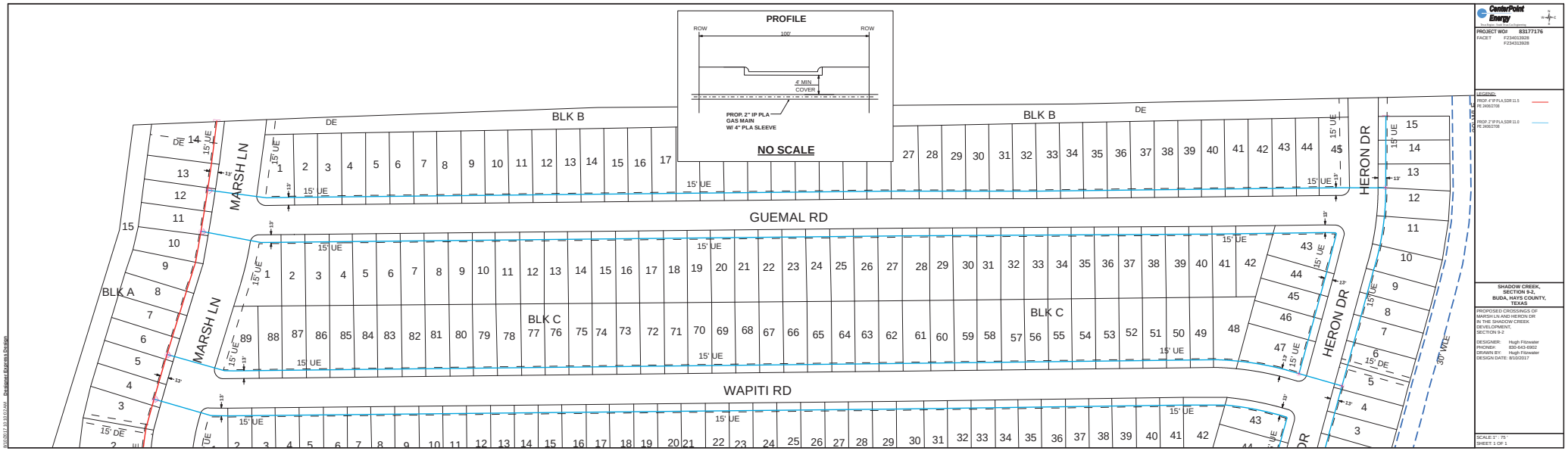
Signature [signature]

Phone (830) 643-6902

Approved by Hays County Road & Bridge Department

[signature], Operations Superintendent, 8/10/17

Signature Title Date


PROFILE
ROW
100'
ROW
4' MIN
COVER
PROP. 2" IP PLA
GAS MAIN
W/ 4" PLA SLEEVE
NO SCALE
BLK B
BLK A
BLK C
MARSH LN
HERON DR
GUEMAL RD
WAPITI RD
15' UE
15' DE
DE
30' WTE
CenterPoint Energy
PROJECT WO# 83277176
FACET F234013928
F234313928
LEGEND:
PROP. 4" IP PLA SDR 11.5
PE 3408/3708
PROP. 2" IP PLA SDR 11.0
PE 3408/3708
SHADOW CREEK, SECTION 9-2, BUDA, HAYS COUNTY, TEXAS
PROPOSED CROSSINGS OF MARSH LN AND HERON DR IN THE SHADOW CREEK DEVELOPMENT, SECTION 9-2
DESIGNER: Hugh Fitzwater
PHONE#: 830-643-6902
DRAWN BY: Hugh Fitzwater
DESIGN DATE: 8/10/2017
SCALE 1" : 75 '
SHEET: 1 OF 1

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 Recycling and Solid Waste Division to waive fees for City of Wimberley until September 9, 2017, for disposal of City owned items.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	CONLEY	N/A

SUMMARY

Aaron Reed, Public Works Superintendent, has asked for assistance in disposal of items to be cleaned out of their storage facility. Anticipated items include office furniture and miscellaneous office supplies.

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 13551 FM 150, Driftwood.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

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

Kent Killough is proposing an OSSF to serve a brewing company at 13551 FM 150, Driftwood in Precinct 4. This on-site sewage facility will be a new install for the brewing company. This property is 23.44 acres in size and water will be supplied by a public water well on the property.
The system designer, Jon Maas, R.S. has designed a treatment system consisting of a 3 1500 gallon one compartment tanks and one 4000 gallon pump tank. After treatment, the effluent will flow through a Drip Tech Headworks filter system and then be dispersed to a drip irrigation field for a maximum daily rate of 720 gallons.

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 specifications for RFQ 2017-P09 Auditing Services and authorize Purchasing Manager to solicit for qualifications and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
LaPointe/Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

Texas law requires County Commissioner's Court to engage an outside accounting firm to audit the County's financial statements and internal controls. The purpose of the external audit is to examine and report on the various funds and account groups of Hays County, as required by Section 115.031 of the Texas Local Government Code. The contract for the firm the County is currently utilizing expired upon completion of the FY 2016 financial audit requiring a formal RFQ for the upcoming fiscal year-end audit.

Attachment: RFQ 2017-P09 Auditing Services

SOLICITATION, OFFER AND AWARD

Hays County
Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

Contract Number RFQ 2017-B09 **Auditing Services**	Invitation for Bid (IFB) x Request for Qualifications (RFQ)	Date Issued: August 23, 2017

SOLICITATION

Respondents must submit qualifications as listed: two (2) signed originals, three (3) copies and one (1) electronic copy on thumb drive.

Qualifications will be received at the Hays County Purchasing Office at the address shown above until **3:00 p.m. local time September 7, 2017.**

Qualifications received after the time and date set for submission will be returned unopened.

For Information Call: Kim LaPointe (No collect calls, telegraphic, email, on-line or fax offers accepted)	Phone No.: (512) 393-2273 Fax No.: (512) 393-2248	**Email: kim.lapointe@co.hays.tx.us**

OFFER (Must be fully completed by Offeror)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Submit Signed Offers in Duplicate Original		**Respondent E-Mail Address:**	
Name And Address of Offeror		Name and Title of Person Authorized to Sign Offer (Type or Print):	
Signature:	Date:	Phone No.:	Fax No.:

Name, Address and Telephone No. of person authorized to conduct negotiations on behalf of Offeror.	

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:

This contract issued pursuant to award made by Commissioners Court on	Date:	Agenda Item:

Important: Award notice may be made on this form or by other authorized official written notice.	**Bert Cobb, County Judge**	**Date**
	Liz Gonzalez, County Clerk	**Date**

TERMS AND CONDITIONS FOR SOLICITATIONS

APPLICABLE TO:
REQUEST FOR QUALIFICATIONS (RFQ)

1. GENERAL DEFINITIONS:

(a) "County Auditor" means the Hays County Auditor or his/her designee.

(b) "Commissioners Court" means Hays County Commissioners Court.

(c) "Contract" means the contract awarded pursuant to the Statement of Qualifications and negotiated cost proposal.

(d) "Contractor" means a person or firm receiving an award of contract from Commissioners Court.

(e) "County" means Hays County, Texas, a political subdivision of the State of Texas.

(f) "County Building" means any County owned buildings and does not include buildings leased by County.

(g) "Is doing business" and "has done business" mean:

(1) Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
(2) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
(3) But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

(h) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.

(i) "Purchasing Manager" means the Hays County Purchasing Manager.

(j) "Sub-contractor" means a person or firm doing business with a Contractor.

(k) "FOB" means Free on Board and indicates that the supplier pays shipping and insurance costs from the point of manufacture or procurement to its specified destination, at which point the County will take responsibility.

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

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

4. INVOICING/PAYMENTS:

(a) Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.

(b) As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount

authorized by the purchase order.

(c) Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

(d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

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

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

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

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

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

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

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

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:

(a) Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.

(b) Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

(a) This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

(b) Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

(a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

(b) The Contractor's delivery time includes weekends and holidays.

(c) Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.

(d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.

(e) The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.

(f) Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

(g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

14. SUBCONTRACTS:

(a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

(a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

(b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

(c) Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

Commissioners Court.

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

18. FORCE MAJEURE

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

19. NON-WAIVER OF DEFAULT:

(a) No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

(b) All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

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

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

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

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has

been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

25. FORFEITURE OF CONTRACT:

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

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

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

26. CONTRACTOR CLAIMS NOTIFICATION:

(a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against

Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:

(1) The existence of the claim, or other action;

(2) The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;

(3) The alleged basis of the claim, action or proceeding;

(4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

(5) The name or names of any person against whom this claim is being made.

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

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

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

29. CONSTRUCTION OF CONTRACT:

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

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

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

(d) When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its

employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

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

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

30. ADDITIONAL GENERAL PROVISIONS:

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

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

(c) Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

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

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

31. INTERPRETATION OF CONTRACT:

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

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

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

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

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

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

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

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

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

32. MODIFICATIONS:

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

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

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment"

under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

(a) Name County as additional insured as its interests may appear.

(b) Provide County a waiver of subrogation.

(c) Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.

(d) Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.**

(e) Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00
Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability	
Worker's Compensation	Meeting Statutory Requirements

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INTRODUCTION

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit interest from qualified professional auditing firms for auditing services.

The County intends to use this RFQ process to assist the County in efficiently selecting qualified professionals. Any entity may submit a response to this RFQ provided it is qualified to perform the scope of services described herein.

The County will select entities who demonstrate, through their response to the RFQ, an ability to provide required services. An evaluation committee ("Committee") will review the submitted qualifications. The Committee will evaluate and score all submissions and determine the most competent and qualified applicant. The County will then select the highest ranked firm to negotiate a contract with. If a contract cannot be reached, then the County will move to the second highest scoring respondent and conduct negotiations. This process will continue until a contract is reached.

During the evaluation process, the Committee and the County reserve the right, where it may serve the County's best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal. At the County's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

All portions of each statement of qualifications shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

GENERAL INFORMATION

Hays County, Texas

Auditing Services
RFQ #2017-P09

1. INSTRUCTIONS

Please submit your qualifications to:
Hays County Purchasing Office
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The enclosed specifications are for your convenience in submitting qualifications for the enclosed referenced goods or services for Hays County.

Sealed qualifications shall be received **no later than: 3:00 p.m. Thursday, September 7, 2017.**

Mark Envelope: Auditing Services RFQ #2017-P09

IT IS UNDERSTOOD THAT Hays County, reserves the right to accept or reject any and/all qualifications as it shall deem to be in the best interest of Hays County. Sealed qualifications may be hand-delivered or mailed to the Hays County Purchasing Office, 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. **Email or facsimile transmittals shall not be accepted.**

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

Point of Contact:
Any questions concerning this RFQ shall be made in writing and directed to:
Kim LaPointe, CPPB
Purchasing Manager
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Questions will be received no later than five (5) business days before submission deadline.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

SUBMISSION OF QUALIFICATIONS: Each Respondent shall submit its response to the Request for Qualifications (RFQ) in a sealed envelope. This RFQ provides the information necessary to prepare and submit qualifications, including cost. Please submit two (2) originals, three (3) copies and one (1) electronic copy, provided on a thumb drive, of your response.

ALTERING QUALIFICATIONS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the statement of qualifications, guaranteeing authenticity.

WITHDRAWING OF QUALIFICATIONS: Qualifications may be withdrawn at any time prior to the official closing. After the official closing, qualifications may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with qualification submission.

QUALIFICATIONS WILL BE received and publicly opened at the location, on the date and time stated above. Only the name of each respondent will be read aloud. Respondents, their representatives and interested persons may be present.

2. GENERAL INFORMATION

FUNDING: Any contract awarded pursuant to this RFQ shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners Court. If sufficient funding or authority is not made available, then this contract shall become null and void. Funds for payment have been provided through Hays County budget approved by the Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

CONTRACT: This document, when properly accepted by Hays County shall constitute a contract equally binding between the successful respondent and Hays County.

RESPONDENT AGREES, if qualifications are accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the contract. The period for acceptance of the responses will be one hundred twenty (120) calendar days.

If qualifications are accepted and approved by Commissioners Court, this proposal becomes the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract.

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

INSURANCE: The successful Respondent will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

INVOICES: shall be sent directly to the Hays County Auditor's Office, 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. Payments will be processed after notification that all services/supplies have been rendered satisfactorily and no unauthorized services have been rendered.

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

Hays County terms of invoice are net thirty (30) days from invoice date.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this proposal.

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

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

3. QUALIFICATION REQUIREMENTS

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis competence and qualifications.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Qualifications cannot be altered or amended after submission deadline.

CONFLICT OF INTEREST: A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with the County must file a Conflict Disclosure Questionnaire https://www.ethics.state.tx.us/forms/CIQ.pdf online at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Continue to the website. As part of this packet, please mark "Not Applicable" on any questions that do not apply to your affiliation or business relationship with any Hays County elected officer and return with the response package. **Please submit the Conflict of Interest Questionnaire with your proposal/bid submission. Failure to return this document may disqualify your response from consideration.**

PURCHASE ORDER: A PURCHASE ORDER IS REQUIRED FOR ANY WORK ORDER/INVOICE GREATER THAN OR EQUAL TO $500.00 for products and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment. No work is to be performed until a purchase order number is acquired for any amount greater than or equal to $500.00. It is the responsibility of the vendor to ensure a purchase order has been obtained prior to performing work. No amount over $500.00 will be paid if vendor has not taken steps to ensure compliance with this requirement.

COMPLIANCE WITH LAWS: The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal.

REQUEST FOR QUALIFICATIONS
FOR THE AUDIT OF HAYS COUNTY

RFQ #2017-P09

Periodically, County Government requires the expertise of outside service organizations for technical and/or management assistance. Texas law requires County Commissioner's Court to engage an outside accounting firm to audit the County's financial statements and internal controls.

Hays County is seeking a qualified and experienced public accounting firm, whose principal officers are independent Certified Public Accountants, to obtain independent audit services for performance of the County's annual financial audit for the fiscal year ending September 30, 2017, with the option of auditing its financial statements for each of the four (4) subsequent fiscal years, based upon satisfactory performance. The purpose of the external audit is to examine and report on the various funds and account groups of Hays County, as required by Section 115.031 of the Texas Local Government Code. The ultimate objective of the audit will be to express an opinion on the fair presentation of the County's basic financial statements in conformity with generally accepted accounting principles. The Auditor must audit the basic financial statements, consisting of the government-wide statements and combined statements for all fund types, including major and non-major funds. However, the Auditor is to provide an "in-relation-to" statement on the combining and non-major fund type statements and supplementary schedules based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit the statistical section of the report; this section will remain unaudited but should be reviewed. The Auditor is also required to render an audit opinion on the Texas Juvenile Justice Department (TJJD) Grant Funds of the Hays County Juvenile Probation Department, as required by the Texas Juvenile Justice Department. The fiscal year period for the Juvenile Probation Department Financial Statements is September 1 to August 31.

Auditing and Reporting Standards to Be Followed

The audit should be made in accordance with

1. Generally accepted auditing standards as prescribed by the American Institute of Certified Public Accountants (AICPA),
2. the standards set forth for financial audits in the U. S. General Accounting Office's (GAO) Government Auditing Standards,
3. the provisions and audit requirements of the OMB Compliance Supplement, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance),
4. the State of Texas Single Audit Circular, as well as
5. take into consideration the federal and state regulations under which the County operates, and determine if the County is in compliance with those guidelines.

Term of Engagement

It is anticipated that the firm selected will be engaged for the next three-year period commencing with the fiscal year ended September 30, 2017, although, for purposes of continuity, engagement letters will be utilized to allow for annual flexibility. At the discretion of the Commissioners' Court, the contract may be renewed for two (2) additional one-year terms. All proposals should include a brief outline of the methodology that will be used to accomplish the overall goals and objectives. This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective thirty (30) days after receipt of the notice.

Special Considerations

The County wishes to continue to prepare a Comprehensive Annual Financial report that receives the *Certificate of Achievement for Excellence in Financial Reporting* from the Government Finance Officers Association. The County will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program.

Scope of Work

The scope of this work should include but not be limited to:

- A review of documents and/or evaluation of Hays County's accounting and related financial systems;
- Preparation of an audit program;
- A system for testing the internal controls of the County;
- Determination of the year-end plan of work;
- Determination of the year-end audit procedures;
- Fiscal year financial audit on the fair presentation of the financial statements in conformity with generally accepted accounting principles; the Auditor's opinion must cover the full scope of the Financial Statements and the schedule of Federal and State Financial Assistance;
- The County Auditor's Office will prepare and issue the Comprehensive Annual Financial Report (CAFR). The audit must be completed in time to allow submission of the CAFR to the Government Finance Officers Association (GFOA) for certificate of excellence review.
- A separate financial audit as required by the Texas Juvenile Justice Department (TJJD) on TJJD funds;
- State and Federal Grant Single Audit in conformance with OMB Compliance Supplement, Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State of Texas Single Audit; and a report on the internal control structure used in administering federal financial assistance programs; and
- Report on compliance with laws and regulations related to major and non-major federal and state financial assistance programs. This report should include an opinion on compliance with general requirements applicable to major federal and state financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal and state financial assistance program transactions tested;

Objectives of Work

Objectives of work include, but are not limited to:

- An analysis of Hays County's financial accounting systems and evaluation of their internal controls;
- Examine fiscal year financial statements and issue formal audit opinions as to their fairness, accuracy and comprehensiveness within the framework of the accounting and legal requirements for Hays County;
- Render an audit opinion on the County's annual financial statements in accordance with statutory filing requirements imposed on the County Auditor;
- Render an audit opinion on the annual financial statements as required for Texas Juvenile Justice Department (This portion of the audit should be separately disclosed in the proposal);
- Discuss findings with appropriate County officials and staff;
- Make a presentation of the results to designated County officials and staff.
- Inform Commissioners Court of all items required by the regulatory agencies including:
    - Auditor's responsibility under Generally Accepted Government Auditing Standards
    - Significant accounting policies
    - Management judgments and accounting estimates
    - Significant audit adjustments
    - Other information in documents containing audited financial statements

- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Auditors shall agree to provide the County with information relating to regulation changes that would affect the County and its operation such as timely notification of changes proposed or initiated by GASB, FASB, or GAO

Time Requirements

Date Audit May Commence

Hays County will have all records ready for audit and all management personnel available to meet with the firm's personnel upon mutual agreement. The trial balance should be complete by January 1st of each year. Fieldwork in other offices can be scheduled throughout the year. October through January is the busiest time of year for the Tax Assessor/Collector, so interviews should be scheduled as far in advance as possible.

Schedule for 2017 and Future Year Fiscal Year Audits

The Auditor will submit, for review and approval by the County Auditor, a schedule of audit functions. The County anticipates the following schedule:

1. Interim. Expected start and completion dates (mid-September)
2. Information to be Provided by the County. The Auditor shall provide the County Auditor a list of all schedules and other assistance to be prepared by County staff. This list should be submitted to the County Auditor by October 1, 2017, and annually by October 1, thereafter
3. Completion of Field Work. The Auditor shall make every effort to complete all field work prior to January 31 for each year

Entrance Conferences, Progress Reporting and Exit Conferences

The selected Auditor will schedule an entrance conference, periodic progress reports and an exit conference with the County Auditor. If it should become necessary for Hays County to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Hays County and the firm. Any such additional work agreed to between Hays County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee estimate. Hays County understands that the fees stated in any proposal will be estimates and are subject to change as a result of unforeseen circumstances that may arise. **However, the Auditor must communicate in writing the existence of such circumstances to the County Auditor prior to performing work that will result in fees exceeding the proposed amounts.** Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666.

Date Final Report is Due

The County Auditor will prepare the County's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017. The County Auditor's staff will begin the draft of the comprehensive annual report the first week in February. The Auditor will review the draft report and once all issues for discussion are resolved, original signed opinion letters shall be delivered to the County Auditor. It is anticipated that this process will be completed and the final report presented to the County Commissioners Court, no later than the 3rd Commissioners Court meeting in March 2017. The Auditor will make a presentation covering significant matters of the financial operations and on any material findings reported in the management letter to the Commissioners Court.

The Auditor is also required to render an audit opinion on the Texas Juvenile Justice Department Grant Funds of the Hays County Juvenile Probation Department, as required by the Texas Juvenile Justice Department. The County Auditor will prepare the Juvenile Probation Department Financial Statements the first week in February. The Auditor will review the draft report and once all issues for discussion are resolved, original signed opinion letters shall be delivered to the County Auditor. It is anticipated that this process will be completed and the final report delivered to the Texas Juvenile Justice Department by the last week in February 2017.

Note: Any changes to the audit schedule must be approved by the Hays County Auditor.

Audit Coordination, Work Area, Telephones, Photocopying and Facsimile Machines

The County Auditor will coordinate the audit for the county. Workspace for the audit staff will be provided in the County Auditor's office. The Auditor will be provided with reasonable work space, tables and chairs. The Auditor will also be provided with access to internet, photocopying equipment, and facsimile machine. Records and documents to be audited are located at the County Auditor's office, Treasurer's office, and other County offices.

Working Paper Retention and Access to Working Papers

At the County's request, copies of any or all of the working papers prepared in conjunction with the audit engagement will be provided, on a timely basis, at no cost to the County. All working papers and reports must be retained, at the Auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties:

- Hays County
- Federal Grant Agencies and Other Federal Agencies
- State of Texas Grant Agencies and Other State of Texas Agencies
- Auditors of entities of which the County is a sub-recipient of grant funds
- Auditors of entities for whom the County collects property taxes

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Qualification Requirements

To be considered, prospective firms must submit a complete response as required by the Request for Qualification. Firms must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the following components of this RFQ:

Firm's Background and Experience

1. Describe your firm's organizational structure.
2. How many years has your firm been in business?
3. Indicate the number of years of experience your firm has conducting audits of government entities similar to Hays County.
4. Include the address of your firm's website, if applicable.
5. List the location of the office from which the work on this engagement is to be performed.
6. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
7. List your firm's current or recent audit clients in Texas that are state or local government entities. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last four (4) years that are similar to the engagement described in this request. Indicate

the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also indicate whether the CAFR issued in connection with the audit was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

8. The firm is also required to submit a copy of the report on its most recent external quality control review (Peer Review as required by the AICPA), with a statement whether that quality control review included a review of specific government engagements.
9. Please provide any other background that you feel is pertinent to the auditing needs expressed by Hays County.

Key Project Personnel- Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:

1. Professional resumes for key personnel and their responsibilities for the duration of the contract.
2. Indicate the education and professional licensing of each person as it relates to this project.
3. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

Specific Audit Approach and Strategy

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request. In developing the work plan, reference should be made to such sources of information as Hays County's budget and related materials, organizational charts, and financial and other management information systems. Firms will be required to provide the following information on their audit approach and strategy:

1. Proposed segmentation of the engagement (such as planning, cash and investments, debt, revenue, compliance, etc.)
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement
3. The extent to which statistical sampling is to be used in the engagement, including sampling methods, sizes, and areas of use
4. Extent of use of computer audit tools in the engagement.
5. Type and extent of analytical procedures to be used in the engagement
6. Approach to be taken to gain and document an understanding of Hays County's internal control structure
7. Approach to be taken in determining laws and regulations that will be subject to audit test work.
8. Describe your firm's general approach to auditing.
9. List, in detail, all schedules to be prepared by County personnel as well the audit procedures which will require the assistance of County personnel to complete.
10. The audit firm shall indicate the extent of any audit work to be performed in those offices which collect revenue for the County.

Estimated Fees/Total All-Inclusive Maximum Price

The response should include an estimate of the total cost of the annual audit services (including the annual single audit) and the TJJD financial audit. The estimated total cost will be the total all-inclusive maximum fee paid under the contract for annual audit services. The total all-inclusive maximum price proposed shall contain all direct and indirect costs including all out-of-pocket expenses. A "Schedule of Profession Fees and Expenses" shall support the "All-Inclusive Dollar Cost Fee Estimate." The Audit for Hays County Schedule of Professional Fees spreadsheet (3 sheets) shall be submitted to support the cost for each year for the Hays County CAFR and TJJD financial audit.

Rates for Additional Professional Services

If it should become necessary for Hays County to request the Auditor perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Hays County and the firm. Any such

additional work agreed to between Hays County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the fee estimate.

Engagement Letter
All firms are required to include a Sample Engagement Letter with their qualification submittal. The sample engagement letter will be reviewed by Hays County General Counsel and the terms will be negotiated with the successful proposer.

References
Please list three (3) references of current clients who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to be provided to the County.

REFERENCE 1
Government/County Name: _____

Address: _____

Contact Person and Title:_____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE 2
Government/County Name: _____

Address: _____

Contact Person and Title:_____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

REFERENCE 3
Government/County Name: _____

Address: _____

Contact Person and Title:_____

Phone: _____ Fax: _____

Contract Period: _____

Scope of Work: _____

NOTE: Responses not accompanied by Vendor References will not be considered.

Evaluation Criteria

The award shall be made to the responsible respondent whose qualification is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.** Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The Commissioners Court will evaluate firm qualifications based on a comprehensive set of criteria. Qualifications received will be evaluated and ranked by the County according to the following criteria:

Criteria	Maximum Points
The firm's experience in providing audits of governmental entities as described in the scope of services. Includes the qualifications of staff assigned to the audit, specifically the staffs work experience, education, certification and tenure with the firm.	30 points
Audit Approach and Strategy	30 points
References and recommendations from past clients	20 points
Total all-inclusive maximum price	20 points
Total maximum allowable points	100 points

PRICE SHALL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM.

Two (2) originals, three (3) copies and one (1) electronic copy provided on a thumb drive of the firm's response shall be submitted to the office of:

Hays County Purchasing Office
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

Deadline for submission: Thursday, September 7, 2017
Before 3:00 p.m.

Please find attached a copy of:
County Comprehensive Annual Financial Report Year Ended 09/30/2016
Juvenile Probation Department Audited Financial Statements Year Ended 08/31/2016

LIMITATIONS

Right to Accept or Reject. The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) days after opening without taking action.

Commissioners Court Approval Required. The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

Contractor or Individual's Obligation Regarding Evaluation

a. Submission of Information. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.

b. Submitter Review of RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

Oral Non-Binding. Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

Reservations by County. The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

a. waive any defect, irregularity, or informality in any submission or RFQ procedure;

b. extend the RFQ closing time and date;

c. reissue this RFQ in a different form or context;

d. procure any item by other allowable means;

e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;

f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;

g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;

h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;

i. extend any contract when most advantageous to the County, as set forth in this RFQ.

j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;

k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR

m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

ELEMENTS OF A CONTRACT

1. **RFQ.** This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).

2. **SOQ is an Indication of Ability to Perform Requested Services.** The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.

3. **Award is Acceptance.** The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.

4. **Consideration.** Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.

5. **Agreement; Exceptions**.

   a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.

   b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.

c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.

d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.

6. **Confidentiality of Documents.**

a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.

b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.

c. Marking your entire SOQ *CONFIDENTIAL/PROPRIETARY* **is not** in conformance with the Texas Open Records Act.

7. **Miscellaneous.**

a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.

b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.

c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.

d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.

8. **Non-negotiable Terms.** The following terms or conditions are not negotiable:

a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.

d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed and notarized copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-2271.

HAYS COUNTY
PRACTICES RELATED TO
HISTORICALLY UNDERUTILIZED BUSINESSES

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

A. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

B. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

C. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

A. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

B. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

C. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

3. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____

Signature Date

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

QUALIFICATION CHECKLIST

____ 1. Solicitation, Offer and Award completed, signed and submitted with SOQ

____ 2. HUB Practices signed and submitted with SOQ

____ 3. Conflict of Interest Questionnaire completed, signed and submitted with SOQ

____ 4. Certificate of Interested Parties filed online with the Texas Ethics Commission and a notarized copy signed and submitted with SOQ

____ 5. Code of Ethics signed and submitted with SOQ

____ 6. Vendor References page submitted with SOQ

____ 7. SOQ is in a sealed envelope with the RFQ title & number on it, addressed to:

Kim LaPointe, CPPB
Hays County Purchasing Manager
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

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 execution of an additional services fee proposal from MEP Engineering, Inc. for work related to the pipe replacement project at the Hays County Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	$9000

LINE ITEM NUMBER

001-645-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

MEP Engineering assisted with the design and construction management for pipe replacement at the Hays County Government Center. Staff proposes installing a water treatment system as the final phase of the improvements at the facility.

MEP ENGINEERING, INC.

AUSTIN:
1120 S Capital of Tx Hwy
Building 1, Suite 150
Austin, TX 78746
Tel: (512) 306-9650
Fax: (512) 306-9655

SAN ANTONIO:
9830 Colonnade Blvd.
Suite 230
San Antonio, TX 78230-2211
Tel: (210) 349-1400
Fax: (210) 349-1465

June 6, 2017

James "Clint" Garza
Development Services Director
Hays County Development Services Department
2171 Yarrington Road
San Marcos, TX 78666

Re: MEP Additional Services Fee Proposal for Hays County Government Center Building – New Water Treatment Equipment

Dear Clint:

Thank you for your request to provide this additional services proposal on the current Hays County Government Center Domestic Water Piping Replacement project. This proposal addresses our understanding of the additional requested scope of work as summarized below. Please note that all terms and conditions from our current professional services agreement will remain in effect, except where noted, amended, and/or clarified below.

SCOPE OF WORK

1. Review historical water treatment test logs, furnished by Hays County.
2. Meet with knowledgeable water treatment equipment vendors to evaluate and determine available options for water treatment solutions.
3. Meet with Hays County to discuss available options and develop a recommendation for system solution(s).
4. Develop preliminary design sketches for use by the Owner's Contractor in developing a preliminary project budget.
5. Develop MEP engineering construction documents (drawings and specifications) as required to allow the Contractor to procure and install the new water treatment equipment. Water treatment equipment is expected to include new, full-building water softening and chemical feed systems to address water quality issues and inhibit future corrosion within the domestic cold water piping, respectively.
6. Perform an on-site investigation of existing field conditions to finalize a proposed design layout for constructibility.
7. Provide customary construction administration services in support of Contractor's installation.
8. Design Meetings:
    a. We include attendance at up to one (1) project/coordination meetings.
9. Design Reviews:
    a. We do not anticipate the need for a formal design review meeting.
10. Construction Phase:
    a. We include attendance at up to three (3) construction meetings, one of which will be the substantial completion punch list review.

SCHEDULE

We can complete construction documents in 2 to 4 weeks from Owner's formal notice to proceed.

FEES

MEP Engineering, Inc. proposes to perform the above-described scope of work **for a lump sum fee amount of $9,000.**

This proposal letter and the terms and conditions outlined in our current professional services contract form the Agreement for this additional services project. If acceptable to you, please sign and date this letter indicating your acceptance of the Agreement. Please call or email should you have any additional questions or concerns.

Sincerely,

Joe S. Reyes, P.E., LEED AP
Associate Principal

Accepted by: _____
Print Name/ Title: _____
Date: _____

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 a transfer request for one vehicle from the Extension Office to the Development Services Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

The following vehicle is being requested for transfer from the Extension Office to the Development Services Department.

Equipment Transfer:

2003 Chevrolet Silverado
VIN: 1GCEC19T93Z214081
County Tag #

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*******THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*******

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

***** ONLY ONE GENERAL FIXED ASSET PER FORM *****

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)
2003 Chevrolet Silverado

Fixed Asset County Tag Number: License #1182384

Serial Number: 1GCEC19T93Z214081

Department Name: Ag. Extension

Location:

Transfer agreed to by Elected Official/Department Head:

(signature)

8/16/17

****

To be Completed by Department to which asset is transferred

TRANSFERRED TO
Department Name: Dev. Svc

Location: 2171 Yarrington Rd

Transfer accepted by Elected Official / Department Head

(signature)

Date 7.31.17

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐
Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING ☐
Received at Purchasing By:

Date ______

To be completed by Purchasing Office Only

ASSET SOLD IN COUNTY AUCTION ON

______
(Auction Date)

****

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date ______

Initials ______

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date ______

Initials ______

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 Building Maintenance Department budget for building maintenance and repairs as needed for the remainder of fiscal year 2017.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	$50,000

LINE ITEM NUMBER

001-695-00.5451

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

Additional funds will be needed for building maintenance and repairs for the remainder of fiscal year 2017. This is due to unforeseen repairs on the heating and cooling systems at several locations throughout the County. The requested funds will be utilized for general operational costs as well as repairs at the following locations:
Government Center- $8,000
Precinct 5- $6,000
Precinct 4- $5,000
Courthouse- $20,000
General Operational Costs - $11,000

Potential funding source: Countywide Misc Capital Improvement Savings

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 Recycling and Solid Waste Department budget for waste disposal services as needed for the remainder of fiscal year 2017.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	$23,918

LINE ITEM NUMBER

001-716-00.5452

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

SUMMARY

The Recycling and Solid Waste Department has experienced an increase in traffic over the course of fiscal year 2017. While the projected revenue for the year is greater than anticipated other services such as trash hauling have also seen a significant increase. The requested amount will be utilized to cover these expenses for the remainder of the year.

Savings within heavy equipment are available, due to grant funds recovered for forklift purchase.

Budget Amendment:
Increase Trash Hauling .5452
Decrease Heavy Equipment .5714_700

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 provision of matching funds for the Emergency Watershed Protection Program Grant that was awarded by the Texas State Soil and Water Conservation Board for the auxiliary spillway repair and control measures for the Upper San Marcos Dam System Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Smith	CONLEY	INGALSBE

SUMMARY

The State Soil Conservation Department will provide for the 23.75% of matching funds required by the grant award that Hays County is responsible for.

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 approve Advance Funding Agreement Amendment No. 3 between Hays County and the Texas Department of Transportation (TxDOT) for the Hays County-TxDOT Partnership Program and authorize the execution of Amendment No. 3 on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 22, 2017	$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	CONLEY	N/A

SUMMARY

On December 18, 2013, Hays County and the Texas Department of Transportation entered into an Advance Funding Agreement (AFA) which outlined the roles and fiscal responsibilities of both parties regarding the project development and construction of various roadway improvements included in the Hays County-TxDOT Partnership Program. The AFA was amended on August 12, 2014 to address changes to the RM 12 project, and amended on December 16, 2015 to address changes to the I-35 Ramp Reversal project. Since that time, Hays County has completed the Corridor Analysis Study for the FM 150 West Alignment Study project. Based on the completion of the Corridor Analysis Study, TxDOT, in cooperation with Hays County, has determined that it will fund and conduct the level of environmental studies it deems necessary to identify a preferred alignment alternative. The AFA Amendment No. 3 reflects that determination and TxDOT's updated cost participation share. Also, during development by Hays County of the I-35/Posey Road project, the scope of the proposed improvements was expanded, increasing the construction costs, which are the responsibility of TxDOT. The AFA Amendment No. 3 reflects the increased construction costs and the transfer of responsibility from Hays County to TxDOT for any costs exceeding the Federal funding obligation limit.

Amending the AFA for these two projects will allow TxDOT to initiate the environmental documentation for the FM 150 West Alignment Study project and move forward through the project development process and to complete the necessary approvals and construction funding authorization for the I-35/Posey Road project, which is anticipated to be let for construction by TxDOT in early Fiscal Year 2018.

CSJ #1776-02-018, 0016-03-103,
0016-02-145, 0914-33-068,
0805-01-020, 0285-03-055,
1776-01-032, 1197-01-019,
0805-04-027, 0805-04-028,
0016-17-013
District #14-AUS
Code Chart 64 #50106
Project: Multiple projects County-wide
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #3

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Hays, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 18th of December 2013 to effectuate their agreement to design and construct roadway widenings, bridge replacement, and provide corridor studies; and,

WHEREAS, Amendment 1 was executed on the 12th of September 2014 that revised the scope and budget for the RM 12 Project, CSJ 0285-03-055 and revised the budget for the IH-35 and Posey Rd. Project, CSJ 0016-03-103; and

WHEREAS, Amendment 2 was executed on the 16th of December 2015 that revised the scope, limits, and budget for the IH-35 Project, CSJ 0016-02-145; and

WHEREAS, it has become necessary to amend that contract;

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

A G R E E M E N T

1. Description of Amended Items

For the project at IH-35 and Posey Rd., CSJ 0016-03-103, the local participation toward construction is removed. Budget, Attachment C-5A is deleted in its entirety and replaced with the attached Attachment C-5B to reflect this change in participation.

The work responsibility for the environmental work for the FM 150 Corridor Study between RM 2770 and IH-35, CSJs 0805-04-028 and 0016-17-013 is changed to the State responsibility. The Local Participation for this project that was in environmental has been added to the schematic work.

Budget, Attachment C-6b is deleted in its entirety and replaced with the attached Attachment C-6c to reflect this change.

Attachment C-9 is deleted in its entirety and replaced with the attached Attachment C-9A that updates the total estimated participation of all projects.

Article 12, Local Project Sources and Uses of Funds, Article 17, Cost Principles and Office of Management and Budget (OMB) Audit Requirements, and Article 22 are deleted in their entirety and replaced with the following:

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.

D. The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

E. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.

F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.

I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 18, Notices is revised to reflect a change in the State's title to Director of Contract Services.

Article 23, is added, as follows:

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ #1776-02-018, 0016-03-103,
0016-02-145, 0914-33-068,
0805-01-020, 0285-03-055,
1776-01-032, 1197-01-019,
0805-04-027, 0805-04-028,
0016-17-013
District #14-AUS
Code Chart 64 #50106
Project: Multiple projects County-wide
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ #1776-02-018, 0016-03-103,
0016-02-145, 0914-33-068,
0805-01-020, 0285-03-055,
1776-01-032, 1197-01-019,
0805-04-027, 0805-04-028,
0016-17-013
District #14-AUS
Code Chart 64 #50106
Project: Multiple projects County-wide
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C-5B
PROJECT BUDGET

When Federal funds are included, costs will be allocated as shown below until the federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

IH 35 0016-03-103 (IH-35 and Posey Rd.)								
Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Design & Environmental (by Local Government)		$1,500,000	0%	$0	0%	$0	100%	$1,500,000
Utility Coordination (by Local)		$500,000	0%	$0	0%	$0	100%	$500,000
Construction (by TxDOT)		$29,000,000	90%	$26,100,000	10%	2,900,000		
Subtotal		$31,000,000		$26,100,000		$2,900,000		$2,000,000
Direct State Costs=$300,000	Environmental	$120,000	0%	$0	100%	$74,600	0%	$0
	Engineering	$120,000	0%	$0	100%	$74,600	0%	$0
	Utility	$60,000	0%	$0	100%	$37,300	0%	$0
Construction Direct State Costs		$1,200,000	0%	$0	0%	$0	0%	$0
Indirect State Costs		$724,500	0%	$0	0%	$0	0%	$0
Subtotal		$2,224,500		$0		$1,662,726		$0
TOTAL		$33,224,500		$26,100,000		$5,124,500		$2,000,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0. This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #1776-02-018, 0016-03-103,
0016-02-145, 0914-33-068,
0805-01-020, 0285-03-055,
1776-01-032, 1197-01-019,
0805-04-027, 0805-04-028,
0016-17-013
District #14-AUS
Code Chart 64 #50106
Project: Multiple projects County-wide
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C-6c
PROJECT BUDGET

Costs will be allocated based on applicable Federal/State funding and a fixed amount of State funding until State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

FM 150 Corridor Study CSJ 0805-04-028, 0016-17-013								
Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Corridor Study/Schematic (by Local Government)		$2,000,000	0%	$0	0%	$0	100%	$2,000,000
Environmental (by State)		$1,000,000	0%	$0	100%	1,000,000		
Subtotal		$3,000,000		$0		$1,000,000		$2,000,000
Direct State Costs=$20,000	Environmental	$8,000	0%	$0	100%	$8,000	0%	$0
	Right of Way	$4,000	0%	$0	100%	$4,000	0%	$0
	Engineering	$8,000	0%	$0	100%	$8,000	0%	$0
Indirect State Costs		$48,300	0%	$0	0%	$48,300	0%	$0
Subtotal		$68,300		$0		$68,300		$0
TOTAL		$3,068,300		$0		$1,068,300		$2,000,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #1776-02-018, 0016-03-103,
0016-02-145, 0914-33-068,
0805-01-020, 0285-03-055,
1776-01-032, 1197-01-019,
0805-04-027, 0805-04-028,
0016-17-013
District #14-AUS
Code Chart 64 #50106
Project: Multiple projects County-wide
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT C-9A
Total Budget

TOTAL FOR PROGRAM OF PROJECTS				
CSJ	**Total Estimated Cost**	**Federal Participation**	**State Participation**	**Local Participation**
1776-01-032	$6,121,500	$304,000	$817,500	$5,000,000
0914-33-068	$13,136,400	$6,400,000	$2,786,400	$3,950,000
1776-02-018	$24,132,800	$12,800,000	$5,572,800	$5,760,000
0805-01-020	$6,022,860	$0	$622,860	$5,400,000
0016-03-103	$33,224,500	$26,100,000	$5,124,500	$2,000,000
1197-01-019 and 0805-04-027	$3,136,600	$0	$136,600	$3,000,000
0805-04-028 and 0016-17-013	$3,068,300	$0	$1,068,300	$2,000,000
0285-03-055	$3,096,600	$2,000,000	$796,600	$300,000
0016-02-145	$1,802,960	$800,000	$377,960	$625,000
Totals:	$93,742,520	$48,404,000	$17,303,520	$28,035,000

A Resolution of the Hays County Commissioners' Court
Approving Amendment No. 3 to the Local Transportation Project
Advance Funding Agreement for Strategic Priority Projects On-System between Hays County
and Texas Department of Transportation and Authorizing the County Judge to execute the
Amendment No. 3 on behalf of Hays County

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, on December 18, 2013, Hays County and the Texas Department of Transportation entered into an Advance Funding Agreement (AFA) which outlined the roles and fiscal responsibilities of both parties regarding the project development and construction of various roadway improvements included in the Hays County-TxDOT Partnership Program; and

WHEREAS, on August 12, 2014 the AFA was amended to address changes to the RM 12 project, and amended on December 16, 2015 to address changes to the I-35 Ramp Reversal project.; and

WHEREAS, the AFA identified the environmental documentation for the FM 150 West Alignment Study as the responsibility of Hays County and since completion of the Corridor Analysis Study for the FM 150 West Alignment Study project, TxDOT, in cooperation with Hays County, has determined that it will fund and conduct the level of environmental studies it deems necessary to identify a preferred alignment alternative; and

WHEREAS, the AFA identified Hays County as the responsible entity for any costs exceeding the Federal funding obligation limit for the I-35/Posey Road project, and since that time TxDOT has expanded the scope of the proposed improvements, increasing the construction costs which are the responsibility of TxDOT; and

WHEREAS, it is the County's desire to amend the AFA to reflect the transfer of the environmental documentation responsibility for the FM 150 West Alignment Study project from Hays County to TxDOT so that the project may move forward through the project development process, and to reflect the increased construction costs for the I-35/Posey Road project and the transfer of responsibility from Hays County to TxDOT for any costs exceeding the Federal funding obligation limit so that TxDOT may complete the necessary approvals and construction funding authorization for the project, which is anticipated to be let for construction by TxDOT in early Fiscal Year 2018;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners' Court:

(a) That the Commissioners Court of Hays County does hereby approve Amendment No. 3 to the Local Transportation Project Advance Funding Agreement for Strategic Priority Projects On-System provided by the Texas Department of Transportation and authorizes

the County Judge to execute the Amendment No. 3 on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this 22nd day of August, 2017.

_____
Bert Cobb, M.D.
Hays County Judge

_____	_____
Debbie Gonzales Ingalsbe Commissioner, Pct. 1	Mark Jones Commissioner, Pct. 2
_____	_____
Will Conley Commissioner, Pct. 3	Ray Whisenant Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

08-22-2017 Global AFA Amend#3_resolution_ver2

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 select Bowman Consulting as the design engineer for the Cotton Gin rehabilitation project and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 22, 2017	$0

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Commissioner of Precinct 2, Mark Jones, and the Transportation Department recommend the selection of Bowman Consulting from a pool of capable engineering firms as the best qualified to provide engineering services on the Cotton Gin project. If selection is approved by court action, then staff and counsel will enter into contract negotiations. If a reasonable scope and fee can be reached, staff and counsel will bring forth a Professional Service Agreement for discussion and possible action by the Court.

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 Court to execute Supplemental Work Agreement #1 with K Friese and Associates for engineering work on the Lime Kiln Bridge project in San Marcos and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 22, 2017	$210,000

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	CONLEY	WHISENANT

SUMMARY

If authorized, this supplemental agreement provides for additional scope of work that has been requested by the Transportation Department. The original scope of work did not include the additional surveying and archeological services necessary to mitigate potential right of way taking. Additionally, this change order includes construction engineering and inspection services necessary to provide a quality finished project on schedule.

Budget Amendment:
Decrease Road Material and Supplies: .5351 - $210,000.00
Increase Contract Services Consultant: .5448_008 - $210,000.00

Hays County Transportation Department Change Order Request Form

Date: 8/2/2017 Contract Performance Date: 11/22/2016

Project Name: Lime Kiln Road

Contract #:

Contractor/Consultant: K Friese & Associates, Inc.

Change Order Number: 1

Change in Scope Necessitating Change-Order:

Additional topo and right of way surveying, environmental, construction inspection services (3rd party); and management. Detailed scopes and proposals attached. Adjusted time to include construction.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$ 537,000.00	
Net Amount of Previously Authorized Change Order:	$ 0.00	
Net Amount for this requested change order:	$ 210,000.00	
Total Contract Amount with all Change orders:	$ 747,000.00	
Original Contract Performance Length:	270	Days
Net previous schedule change orders:	0	Days
Net schedule adjustment requested this change order	500	Days
Total performance days with change orders	770	Days

Contractor: Thomas M. Owens, PE K Friese & Associates, Inc. Sign Date 8/3/2017

Hays County: Sign Date

(Hays County Employee- attach to agenda request form, CO approval contingent on Commissioners Court)

Hays County
Lime Kiln Road
Exhibit D1

TASK	KFA Cost	Bowman Cost	CMEC Cost	Dial Dev Serv Cost	Totals
I. Feasibility Studies (FC 102)	$ -	$ -	$ -	$ -	$ -
II. Environmental Technical Memorandum (FC 110)	$ -	$ -	$ 6,003.04	$ -	$ 6,003.04
III. Survey (FC 150)	$ -	$ 26,520.00	$ -	$ -	$ 26,520.00
IV. Roadway Design (FC 160)	$ -	$ -	$ -	$ -	$ -
V. Hydrology & Hydraulics (FC 161)	$ -	$ -	$ -	$ -	$ -
VI. Signing and Pavement Markings (FC 162)	$ -	$ -	$ -	$ -	$ -
VII. Miscellaneous (FC 163)	$ -	$ -	$ -	$ -	$ -
VIII. Project Management & Coordination (FC 164)	$ -	$ -	$ 695.76	$ -	$ 695.76
IX. Bridge Design (FC 170)	$ -	$ -	$ -	$ -	$ -
X. Contract Documents (FC 300)	$ -	$ -	$ -	$ -	$ -
XI. Bid and Award (FC 300)	$ -	$ -	$ -	$ -	$ -
XII. Construction Phase Services (FC 300)	$ 6,480.48	$ -	$ -	$ 150,000.00	$ 6,480.48
XIII. Deliverables (FC 163)	$ -	$ -	$ -	$ -	$ -
LABOR COST:	**$ 6,480.48**	**$ 26,520.00**	**$ 6,698.80**	**$ 150,000.00**	**$ 39,700.00**
TOTAL DIRECT COST:	**$ -**	**$ 1,200.00**	**$ 3,287.50**	**$ -**	**$ 4,488.00**
					Checks:
TOTAL COST:	**$ 6,481.00**	**$ 27,720.00**	**$ 9,987.00**	**$ 150,000.00**	**$ 44,188.00**
TOTAL PROJECT COST:	**$44,188.00**				**$ 44,188.00**

Hays County
Lime Kiln Road
Exhibit D1

TASK Hourly Rate: K Friese & Associates, Inc.	SHEETS/ UNITS	PRINCIPAL $331.80	SR. PRJ. MANAGER $233.52	SENIOR ENGINEER $169.38	DESIGN ENGINEER $110.00	EIT $90.86	CADD TECHNICIAN $89.40	CLERICAL $73.00	Sub Total Hours	Hr/Unit	Labor Cost	
					Hours							
XII. Construction Phase Services (FC 300)												$ 6,480.48
A. - Requests for Information (RFIs)											$ -	
B. - Review Contractor Submittals and Shop Drawings											$ -	
C. - Plan Revisions for Field Changes											$ -	
D. - Meetings											$ -	
E. - Subconsultant Management			24					12	36		$ 6,480.48	
TOTAL NUMBER OF SHEETS: HOURS:			24					12	Column Total = 36 Row Total = 36			
LABOR COST:		$ -	$ 5,604	$ -	$ -	$ -	$ -	$ 876			$ 6,480.48	$ 6,480.48
			66.7%					33.3%				$ 6,480.48

DIRECT EXPENSES:				
	Travel:			
	Mileage	miles	$0.540	per mile
	Per diem	days	$25.00	per day
	Lodging	nights	$100.00	per night
	Copies:			
	Reproduction	reports	$45.00	per report
	Media (paper)	sheets	$1.50	per sheet
	Misc Expenses:			
	Express delivery	each	$20.00	per each
	Research Materials			
TOTAL DIRECT COST:				$ -
TOTAL PROJECT COST:				$ 6,480

Hays County
Lime Kiln Road
Exhibit D1

TASK / Hourly Rate: / Bowman Consulting	SHEETS/ UNITS	Director of Surveys (RPLS) $190.00	Project Surveyor I $135.00	Survey Technician I $95.00	2-Person Field Crew $150.00	Hours				Sub Total Hours	Hr/Unit	Labor Cost	
III. Survey (PC 150)													$ 26,520.00
A. Project Horizontal and Vertical Control												$ -	
B. Route Boundary Survey		8	48	8	12					76		$ 10,560.00	
C. Topographic Survey		8	48	8	48					112		$ 15,960.00	
TOTAL NUMBER OF SHEETS:										Column Total = 100			
HOURS:		16	96	16	60					Item Total = 100			
LABOR COST:		$ 3,040	$ 12,960	$ 1,520	$ 9,000	$ -	$ -	$ -	$ -			$ 26,520.00	$ 26,520.00
		8.5%	51.1%	8.5%	31.9%								$ 26,520.00

DIRECT EXPENSES:					
	Mileage	miles	$0.540	per mile	
	Copies:				
	Reproduction	1 lump sum	$400.00	per report	$400.00
	Photographs	lump sum	$60.00	lump sum	
	Aerial mapping (GIS)	each	$100.00	per day	
	Misc Expenses:				
	Postage / mailing expenses	1 lump sum	$150.00	lump sum	$150.00
	Research	1 lump sum	$400.00	lump sum	$400.00
	Courier & Overnight delivery services	1 lump sum	$250.00	lump sum	$250.00
TOTAL DIRECT COST:					$1,200.00
TOTAL PROJECT COST:					$ 27,720.00

EXHIBIT D1

Hays County
Lime Kiln Road
Exhibit D1

TASK Hourly Rate CMEC, Inc.	SHEETS/ UNITS	Senior Env Scientist II $138.00	Senior Env Scientist I $120.75	Environmental Professional II $100.63	Environmental Professional I $86.25	Environmental Staff II $71.88	Environmental Staff I $63.25	Environmental Tech II $51.75	Environmental Tech I $44.56	Sub Total Hours	Hr/Unit	Labor Cost	
		Hours											
II. Environmental Technical Memorandum (FC 110)													$ 6,003.04
A 1 - Cultural Resources Archaology		4			36	8	28			76		$ 6,003.04	
A 2 - Water Resources - includes PCN preparation												$ -	
A 3 - Biological Resources - informal coordination only												$ -	
A 4 - Hazardous materials - updated												$ -	
A 5 - Tech Memo Preparation Comment Response												$ -	
												$ -	
VIII. Project Management & Coordination (FC 144)													$ 695.76
A Project Coordination Meetings (3)												$ -	
B Public Meetings & Preparation (0)												$ -	
C Project Administration & Controls (8 months)												$ -	
D Internal Quality Control (3 QA QC reviews)			2	2			4			8		$ 695.76	
												$ -	
TOTAL NUMBER OF SHEETS:										Column Total = Hr			
HOURS:		4	2	2	36	8	32			Row Total = Hr			
LABOR COST:		$ 552	$ 242	$ 201	$ 3,105	$ 575	$ 2,024	$ -	$ -			$ 6,698.80	$ 6,698.80
		4.8%	2.4%	2.4%	42.9%	9.5%	38.1%						$ 6,698.80

DIRECT EXPENSES:					
	Subconsultant:				
	Geologic Assessment	1 each	$1,950.00	each	$1,950.00
	Mileage	75 miles	$0.500	per mile	$37.50
	Copies:				
	Reproduction	each	$50.00	per report	
	Photographs	lump sum	$60.00	lump sum	
	Aerial mapping (GIS)	1 each	$100.00	per day	$100.00
	Misc Expenses:				
	Backhoe rental	1 day	$1,200.00		$1,200.00
	Express delivery	each	$12.00	per each	
	Database Research (HazMat)	each	$350.00	per each	
	Field Supplies	lump sum	$150.00	lump sum	
TOTAL DIRECT COST:					$ 3,287.50
TOTAL PROJECT COST:					$ 9,986.30

Hays County
Lime Kiln Road
Exhibit D1

TASK Hourly Rate: Dial Development Services	SHEETS/ UNITS	PRINCIPAL $105.00	SENIOR ENGINEER $100.00	STAFF $90.00	Hours					Sub Total Hours	Hr/Unit	Labor Cost	
XIL Construction Phase Services (FC 309)													$ 150,000.00
Inspection												$ 150,000.00	
TOTAL NUMBER OF SHEETS:													
HOURS:													
LABOR COST:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ 150,000.00	$ 150,000.00
		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!				$ -

DIRECT EXPENSES:				
	Travel:			
	Mileage	miles	per mile	
	Per Diem	days	per day	
	Plotting:			
	Paper (11x17)	sheets	per sheet	
	Copies:			
	Media (mylar)	sheets	per sheet	
	Paper (11x17)	sheets	per sheet	
	Paper (8.5x11)	sheets	per sheet	
	Misc Expenses:			
	Electronic files on CD	CD's	CD	
	Express delivery	each	per each	
TOTAL DIRECT COST:				$ -
TOTAL PROJECT COST:				$ 150,000.00

Bowman
CONSULTING

July 24, 2017 Delivered via Email

Mr. Peter Ring, P.E.
KFriese & Associates
1120 S. Capital of Texas Hwy
Bldg 2, Suite 100
Austin, Texas 78746

RE: Additional Survey - Sink Creek Crossings, Lime Kiln Road, Hays County, Texas, Bowman Proposal No. P1701-073

Dear Mr. Ring:

Thank you for considering Bowman Consulting Group (BCG) for the project team for the Hays County Lime Kiln Road project. The project limits are supplemental design and boundary survey conforming to the proposed ROW and topographic survey needs shown in CAD files provided by Client in July 2017. As requested, I have prepared the following scope of services and fee.

LAND SURVEYING SCOPE (FUNCTION CODE 150)

Route Boundary Survey and Right-of-Way Parcels

BCG will supplement our previous route boundary survey to include the following update and additional services in support of development of up to EIGHT right-of-way parcel descriptions:

- Deed Study. The SURVEYOR will perform courthouse research for adjoining landowners within the above described project limits. Courthouse research will consist of obtaining current vesting deeds only. Obtaining easements, right-of-way maps, or any additional documents beyond the current vesting deeds is not a part of this scope of services. Based upon the records obtained, the SURVEYOR will prepare a working drawing of the deed information to be used for a preliminary base map. The County will be notified of all deed line conflicts and major discrepancies discovered in preparing the deed study. Resolution of conflicts is not a budgeted item since the number or extent of such conflicts cannot be quantified at this time.
- Field Surveys. The SURVEYOR will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from adjoining the project route and will tie to the project control. Structures encroaching into the existing/proposed ROW will be located and detailed on the base file. Visible utilities and visible evidence of underground utilities along the proposed ROW corridor will be located and shown.
- Boundary Analysis. Utilizing the deed study and the data from the field survey, The SURVEYOR will analyze the results of the survey and perform computations related to the analysis. Location of the existing ROW lines of the route will be determined. The County will be notified of boundary line conflicts which become apparent as a result of the field survey.
- Preparation of Documents. This scope includes sufficient survey of adjoining tracts to prepare up to EIGHT parcel descriptions for ROW acquisition:
    - Utilizing the boundary surveys and the proposed ROW line location to compute the boundaries of the ROW parcels for each of the subject properties.
    - Prepare draft plats of the parcels for ROW acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale of 1 inch equals 50 or 100 feet, depending on the parcel size. A closure computation will be prepared for each of the plats.
    - Prepare a field note (metes and bounds) description for each parcel. A closure computation will be prepared for each of the descriptions.
- Monumentation. The SURVEYOR will set corner markers at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the proposed right-of-way. ½-inch iron rods with caps will be set at property line intersections with the new right-of- way line.
- ROW Survey Deliverables
    - One legal description for each parcel (signed and sealed).

- One individual survey plat on 8 1/2"x11" for each parcel (signed and sealed).
- ROW plans on 11"x17" Mylar.
- One set of area computation sheets for legal descriptions and plats and ROW maps for all parcels.
- Digital files on CD for the right-of-way base file and reference files in
- MicroStation V8 (.dgn) format.

Additional Topographic Survey

BCG will prepare additional topographic surveys within the approximately eight (8) acres identified for further survey in the Client provided CAD files to include:

- Obtain cross-sections at 50' intervals and major grade breaks to produce a one-foot interval contour digital-terrain model ("DTM"), as well as any visible improvements;
- Field survey personnel (as differentiated from a qualified arborist) will tag and locate all hardwood trees eight inches in diameter and greater, measured breast high. A tree list with tag numbers, tree diameter and species (common name) will be provided in an ASCII format file. Using the formula of 1 foot of crown radius for each inch of trunk diameter, the calculated canopy for all located trees will be shown;
- Survey the location of boreholes drilled by project geotechnical consultant.
- All surveying shall be performed in US Survey feet;
- Deliverables shall consist of electronic MicroStation 2D files, MicroStation 3D files, Geopak DTM, TIN and DAT files, ASCII point files, code lists, field notes and sketches.
- Standard level menus, font tables, pen tables, color tables and legends, as provided by TxDOT Austin District, will be utilized in developing all graphics files which will be in MicroStation V8 format. Map scale for this project will be 1" = 100' with all text and cells scaled accordingly.

Thank you for this opportunity to be of service. **Proposed fees are included in the spreadsheet accompanying this proposal letter.** Please don't hesitate to call me at my office, 512-327-1180, if you have any questions or comments regarding this proposal.

With kindest regards,

John D. Barnard, RPLS
Texas Director of Surveys

COX | McLAIN
Environmental Consulting

August 3, 2017

Peter A. Ring
Senior Project Manager
K Friese + Associates
1102 Capitol of Texas Highway,
City View 2, Suite 100
Austin, TX 78746

Re: Lime Kiln Road Improvements Project (KFA Project #0483)

Dear Mr. Ring

In continued support of the Lime Kiln Road Improvements Project, Cox|McLain Environmental Consulting, Inc. has reviewed current design information and compared that to previously-assessed study areas. It is our understanding that the current project boundary includes areas that were not previously assessed. Through these reviews and through discussions with archeologists and hydrogeologists on our team, we have determined that additional resource investigations are required.

Archeological studies will require an Antiquities Permit from the Texas Historical Commission, field investigations, and report preparation. The Geological Assessment will require field investigations and a signed/sealed GA per TCEQ standards. To cover this additional effort, we have prepared the attached Supplemental Work Authorization, which includes maps depicting the current project boundary and previous study areas. Please review the proposed SWA, and contact us if there are any points that you would like to discuss as we move forward.

Thank you very much,

L. Ashley McLain

L. Ashley McLain, AICP
Principal

8401 Shoal Creek Blvd, Suite 100, Austin, TX 78757 512.338.2223

EXHIBIT A-1

SERVICES TO BE PROVIDED BY THE COUNTY

In addition to the services listed in the Agreement, the County will provide the following services:

1. Provide a Project Manager to coordinate all aspects of the Work Authorization.

2. Furnish available reference documents, information and project data needed for the work in this Contract including topographic mapping with 2-ft contours, GIS data (parcel boundaries) and aerial mapping.

3. Coordinate right of entry requests to affected land owners.

4. Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.

5. Perform timely review and processing of monthly invoice submissions.

6. Assume responsibility for planning, calling and organizing public meetings and interactions with local media.

7. Retain a Geotechnical firm to perform a limited geotechnical investigation including two bridge borings and a brief report of findings with boring logs and recommendations for foundation type and design considerations (depth and locations of borings per recommendations by the Engineer.)

EXHIBIT A-2

SERVICES TO BE PROVIDED BY THE ENGINEER

SCOPE OF SERVICES

Project Description

The scope of services to be provided by the Engineer under this Work Authorization shall consist of engineering, environmental, and surveying services necessary to prepare Plans, Specifications, and Estimates (PS&E) on County Road (CR) 225 (Lime Kiln Road) over Sink Creek at two locations in Hays County.

KFriese and Associates, Inc. (KFA) prepared an Alternative Route Analysis and attended two Public Meetings, one held on July 1, 2010 and one on April 7, 2016. The analysis was required due to frequent overtopping of two low water crossings on CR 225 at Sink Creek, the County has proposed to prepare PS&E documents to raise the profile of CR 225 to pass the 10-yr, 25-yr, 50-yr and 100-yr flood events while not raising the 100-yr water surface elevation more than one foot or adversely impacting water quality downstream of the crossing (Spring Lake).

CR 225 typical section shall consist of two 12'-lanes and 4'-shoulders. The existing roadway is two 12'-lanes with no shoulders. The Alternative Route Analysis mentioned above recommended a bridge at the lower Sink Creek Crossing and either a bridge or culverts at the upper crossing, depending on the outcome of detailed drainage design.

The project partially lies within the Edwards Aquifer Recharge Zone.

Project Update

Project development has led to the expansion of the previously assessed project area. To adequately update the previously prepared environmental document, Cox|McLain Environmental Consulting (CMEC)(Consultant) would need to conduct additional environmental resource investigations that were not covered in the most recent contract for the Lime Kiln PS&E project (KFA Project Number 0483). Additional archeological and geological resource investigations would be necessary, as described below.

CMEC understands that the project would occur at two distinct locations centered on two stream crossings (i.e., Sink Creek and the San Marcos River). CMEC understands that the Sink Creek project area includes approximately 3 acres that were not previously investigated and that the San Marcos River project area includes approximately 3.5 acres that were not previously investigated. Additional archeological and geological investigations would be required in these areas.

I. Social, Economic and Environmental Studies and Public Involvement (Function Code 120)

A. Update the previously prepared Environmental Document. Updates will be performed in accordance with the original Scope of Services as outlined below:

1. Investigate Relevant Resource Categories

(1) Cultural Resources – Archeology:

Project archeologists will conduct cultural resource investigations for the project. Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be integrated into an application for a Texas Antiquities Permit to be signed by the County's representative and submitted to the THC. After a valid Antiquities Permit is obtained, a field survey will be carried out and documented per THC/Council of Texas Archeologists (CTA) guidelines. Due to the depth of local soils and the lack of development in the project area, CMEC anticipates that backhoe trenching may be required in addition to shovel testing. CMEC assumes that ROW acquisition will occur after fieldwork and that collection of artifacts will not be required (collection is required only on public land).

(2) Water Resources

The previously prepared Geologic Assessment would require an update. CMEC would provide for hydrogeological investigations and the preparation of a Geological Assessment that covers the expanded project area. was previously prepared by a subcontractor to CMEC.

B. Tech Memo Preparation/Comment Response

Findings from effort in Part A above would be integrated into the updated Environmental Technical Memorandum.

Detailed Fee information for these services is included in the attached spreadsheet.

IX. Items Specifically Excluded

The following tasks are <u>not</u> covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a Categorical Exclusion, Environmental Assessment, or other NEPA document required due to the acquisition of federal funds;
- Formal Section 7 or Section 10(a) Endangered Species Act consultation, including preparation of a Biological Assessment;
- Presence/absence surveys for endangered species;
- Work extending beyond the specified limits of the project at the time of this proposal;
- Any Section 404 Individual permit preparation or agency correspondence;
- Hazardous Materials Phase I & Phase II ESAs;
- Reconnaissance or intensive historic structures surveys, archeological assessments of eligibility, or management recommendations for any historic structures;
- Archeological site testing, or data recovery;
- Litigation support; and
- Public Involvement support beyond preparation of constraints graphics.

Hays County
Lime Kiln Road
Exhibit D1

TASK Hourly Rate: CMEC, Inc.	SHEETS/ UNITS	Senior Env Scientist II $138.00	Senior Env Scientist II $120.75	Environmental Professional II $100.63	Environmental Professional I $86.25	Environmental Staff II $71.88	Environmental Staff I $63.25	Environmental Tech II $51.75	Environmental Tech I $44.56	Sub Total Hours	Hr/Unit	Labor Cost
		Hours										
I. Route and Design Studies (FC 114)												
A.1 (1) Develop initial set of alternatives												$ -
A.1.(2) Screening of Initial alternatives												$ -
A.1.(3) Analysis, refinement and evaluation of preferred alternative												$ -
A.1.(4) Horizontal & Vertical Alignments												$ -
A.1.(5) Alternatives Summary Report												$ -
B. Sketch Level Schematics												$ -
C. Cost Estimates												$ -
												$ -
II. Survey (FC 116)												
A. Topographic Survey												$ -
												$ -
III. Environmental Technical Memorandum (FC 118)												
A.1 - Cultural Resources Archeology		4			36	8	28			76		$ 6,003.04
A.2 - Water Resources - includes PCN preparation												$ -
A.3 - Biological Resources - informal coordination only												$ -
A.4 - Hazardous materials - updated												$ -
A.5. - Tech Memo Preparation/Comment Response												$ -
												$ -
IV. Hydrology & Hydraulics (FC 161)												
A.1 Hydraulic Analysis - Duplicate Effective												$ -
A.2 Hydraulic Analysis - Existing Conditions												$ -
A.3 Hydraulic Analysis - Proposed Conditions												$ -
B. Hydraulic Report												$ -
C. Preliminary Water Quality Calculations (TCEQ)												$ -
												$ -
V. Project Management & Coordination (FC 164)												
A. Project Coordination Meetings (3)												$ -
B. Public Meetings & Preparation (0)												$ -
C. Project Administration & Controls (8 months)												$ -
D. Internal Quality Control (3 QA/QC reviews)			2	2			4			8		$ 695.76
												$ -
VI. Bridge Design (FC 170)												
A. Geotechnical Coordination												$ -
B. Investigate Structural Configurations												$ -
C. Preliminary Bridge Layout & Cost Analysis												$ -
												$ -
TOTAL NUMBER OF SHEETS:										Column Total = 84		
HOURS:		4	2	2	36	8	32			Row Total = 84		
LABOR COST:		$ 552	$ 242	$ 201	$ 3,105	$ 575	$ 2,024	$ -	$ -			$ 6,698.80
		4.8%	2.4%	2.4%	42.9%	9.5%	38.1%					

DIRECT EXPENSES:					
	Subconsultant:				
	Geologic Assessment	1 each	$1,950.00	each	$1,950.00
	Mileage	75 miles	$0.500	per mile	$37.50
	Copies:				
	Reproduction	each	$50.00	per report	
	Photographs	lump sum	$60.00	lump sum	
	Aerial mapping (GIS)	1 each	$100.00	per day	$100.00
	Misc Expenses:				
	Backhoe rental	1 day	$1,200.00		$1,200.00
	Express delivery	each	$12.00	per each	
	Database Research (HazMat)	each	[illegible]	per each	
	Field Supplies	lump sum	$150.00	lump sum	
TOTAL DIRECT COST:					$ 3,288
TOTAL PROJECT COST:					$ 9,986

Southern Portion

Northern Portion

PROPOSAL

Prepared For:

K FRIESE + ASSOCIATES

PUBLIC PROJECT ENGINEERING

County Road 225 (Lime Kiln Road) Bridge and Drainage Improvements

Construction Inspection and Observation Services

July 31, 2017

By:

Dial Development Services, Ltd.

DDS

HUB
Vendor #493703

Owner Representation You Can Depend On

DIAL DEVELOPMENT SERVICES, Ltd.

P.O. Box 608
Del Valle, Texas 78617
(512) 784-4546

July 31, 2017

Peter A. Ring, P.E.
Senior Project Manager
K. Friese & Associates
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, TX 78746

Re: Proposal for 3rd Party Construction Inspection and Observation Services
County Road 225 (Lime Kiln Road) Bridge and Drainage Improvements

Mr. Ring,

In response to K. Friese & Associates' request for proposals, Dial Development Services, Ltd. is pleased to present the enclosed proposal package for construction phase inspection and observation services to be provided on the *County Road 225 (Lime Kiln Road) Bridge and Drainage Improvements Project*.

Dial Development Services, Ltd. operates as a provider of construction management and quality assurance on construction phase aspects of a given development project. With well over 20 years of inspection, observation and contract management services provided to the central Texas region, Dial Development Services, Ltd. has worked on a wide array of projects with many of the general contractors in the region. Grass roots beginnings in the construction industry, as well as many years of experience providing construction phase quality assurance, have provided exceptional knowledge on many project types of varying size and scope including large scale utility and roadway infrastructure projects.

Included in this response package you will find a brief company overview, scope of services and methods of accomplishment, relevant project history with references, available staff resources and qualifications, key personnel contact information, appropriate insurance coverage, and rate information.

Please feel free to contact us at any time to address any questions you may have about the enclosed response package. We look forward to the opportunity to provide K. Friese & Associates a high quality service throughout the duration of this project. Thank you for your time and consideration.

Sincerely,

David Dial
President
D.L. Dial & Associates L.C., General Partner

Company Overview:

Dial Development Services, Ltd. operates as a provider of quality assurance inspection and construction management services on various types of infrastructure projects including but not limited to ***roadway infrastructure improvements, utility improvements, water and waste water plant construction, and subdivision developments***. We take great pride in providing our clients with owner representation that they can fully depend on, regardless of project variables. With over 23 years in business providing client focused quality assurance and construction management services, our firm offers exceptional knowledge of a wide array of project types, a strong practical and theoretical foundation for improving design and method, and a very keen inspection eye.

Our goal for our clients is to ***SET THE BAR*** for quality assurance inspection and construction management services. We want to provide our clients with the kind of service that will ***allow their infrastructure dollars to stretch far beyond what was previously thought possible by reducing the need for costly maintenance work before necessary.*** Poor construction that is not performed in accordance with the governing standards typically will lead to a future burden on the tax payers long before any maintenance or improvements to existing infrastructure should be necessary. In today's economic environment, with the population growth that the state of Texas is experiencing, not realizing the full benefit of the dollars spent for vital infrastructure improvement is simply unacceptable and a detriment to the future of our communities.

We have established a ***"strict, but always fair"*** approach to quality assurance inspection on ***water, wastewater, roadway, and drainage projects of varying size and scope.*** We are closely involved with a project from the initial stages of the design, throughout the construction phase, and through the acceptance and warranty period of the project. Each project is carefully considered with an unbiased approach. Every effort is made to provide ***sound representation of the owners (taxpayers)*** whom fund the projects or will inherit the maintenance responsibility. Dial Development Services, Ltd. also takes every opportunity to collaborate and consult with project engineers, project managers and maintenance staff to insure their understanding and involvement in various aspects of a project. ***We strive to complete every project fully, correctly, and on time, with the full confidence that minimal maintenance will be required by the owner*** in the future.

We believe that the best way to successfully construct complex projects of varying scope and conditions is to take a ***consistent and proactive approach*** to the project from start to finish. A ***consistent and proactive approach*** to quality assurance has been the basis of our operations and provides for the best possible end results for our clients. While the scope of the project, general contractor, location, conditions, and deadlines will vary from project to project, our goal to provide a quality finished project to our clients is anchored in a proactive role and presence in the project on a daily basis. Our project approach can be summarized as follows:

- ✓ *Thorough review of the contract documents and plans to help our clients identify problems before the problem can negatively impact the project via delays or costly change orders.*
- ✓ *Maintain a solutions driven approach to every project.*
- ✓ *Apply a consistent and proactive presence beginning with the preconstruction phase and throughout the project until final punch out and acceptance.*
- ✓ *Keep daily involvement on the project with our experienced and proactive staff.*
- ✓ *Draw on the past relationships built with contractors and engineers on other successful complex projects.*
- ✓ *Maintain open communication with the contractor, design engineer, and project managers at all times.*
- ✓ *Facilitate solution driven communication between contractors, design engineers, and project managers.*
- ✓ *Use both positive and negative past project experiences to build upon and apply to new projects.*
- ✓ *Take pride and ownership; Dial Development always treats a project as if it were our own.*

Client focused quality assurance inspection and construction management services are the sole focus of our firm and we look forward to the opportunity to provide this valuable service to new and existing clients for years to come. Below is a list of specific services that Dial Development Services, Ltd. is an expert in providing.

- ✓ **Contract Document, Submittal, Plan and Constructability Reviews**
- ✓ **Change Proposal Request and Change Order Reviews**
- ✓ **Change Order Negotiation**
- ✓ **Attend and Coordinate Project Meetings**
- ✓ **Coordination with Project Stakeholders Including Other Entity Departments, Residents, and Business Owners.**
- ✓ **Daily Construction Inspection and Observation**
- ✓ **Daily Reporting and Photo Documentation**
- ✓ **Compile Accurate Quantity Data**
- ✓ **Construction Deficiency Review and Facilitate Resolutions**
- ✓ **Assistance with R.F.I and R.F.D. Reviews**
- ✓ **Coordinate Quality Control Testing Schedules and Intervals**
- ✓ **Coordinate, Witness and Assist with Water and Waste Water Testing Procedures**
- ✓ **Review Pay Applications**
- ✓ **Punch List Compilation and Follow Up**
- ✓ **Review As-Built Information Submitted and Assist With As Built Compilation**
- ✓ **Maintenance Bond Review and Warranty Inspection Checks**

Key Personnel:

David Dial, President, Lead Project Representative – Mr. Dial has worked in the construction industry for nearly 40 years. During his time in the industry he has worked for numerous contractors in the central Texas region. His experience is one of grass roots as he started at the bottom, working in the trenches of various utility construction projects. His dedication to quality work has been noticed by all of those he has worked with throughout his career. After working his way through the ranks of many construction companies, Mr. Dial found that his skills could be further utilized in the engineering aspects of construction. At that time, he went to work for a small engineering company where he began working on construction management and inspection tasks. His knowledge and expertise was evident as his keen eye for quality assurance and his ability to manage contractors was highly regarded early in his inspection career. Soon after he realized his talent for quality assurance on multiple types of development projects, he started the company now known as Dial Development Services, Ltd. and has been proudly serving central Texas, most notably the City of Cedar Park, for over 22 years. A copy of Mr. Dial's resume is available upon request.

Robert Dial, Vice President, Lead Project Representative – Mr. Robert Dial has worked in the construction industry since his career began in 1997. His experience started as a Laboratory/Field Technician for a Geotechnical Engineering firm in Austin, TX. There he gained industry knowledge of materials testing for various project types from residential to commercial to large scale capital improvement projects for clients such as the City of Austin and Austin Energy. He filled any role that his employer required of him, working in the laboratory on ASTM and AASHTO certifications as well as a wide range of materials testing procedures, or in the field providing any and all types of quality control inspections. During his years of employment as a Technician, Mr. Dial attended the University of Texas @ Austin, obtaining a B.B.A. in Finance with a minor in Civil Engineering. Upon graduating college, he took a position as an inspector for Travis County where he provided owner representation and quality assurance on bond funded capital improvement projects for the tax payers of Travis County. Mr. Dial went on to further diversify his overall construction knowledge with a position in the Storm Water Management Department of Travis County. There, he helped to develop and implement the TPDES phase II program that was required of Travis County under EPA and TCEQ regulations. Mr. Dial has continued to cultivate his education during his career obtaining a ***RAS License, CESSWI certification, LGPP certification, Asphalt Level 1B certification,*** and attending multiple conferences and training seminars related to the construction industry. Mr. Dial has also completed additional college coursework in Civil Engineering, with only 30 hours remaining to obtain a B.S.C.E. A copy of Mr. Robert Dial's resume is available upon request. Licenses and certification documents can be provided upon request as well.

Additional Quality Assurance Inspection Staff – Dial Development Services currently has additional full time inspectors available to clients. Our inspectors have been involved in many of the projects listed below. As a staffing solutions provider, we are experienced in staffing up or down to meet client needs at all times. Additional staff resumes and relevant project history can be provided upon request.

Dial Development Services Recent Project Experience

Roadway, Utility, and Drainage Infrastructure Improvements (C.I.P.):

Little Elm Trail Roadway and Drainage Improvements – (Completed January 2017 – Robert Dial & staff) Project consisted of construction of 4 lane roadway with medians, deceleration lanes, box culverts, headwalls, 16" water line, TXDOT turn lane on U.S. 183, and approximately 60,000 SY of paving including 25,000 SY of 1.5" milling and COA type 'D' overlay of existing Lakeline Boulevard and Little Elm Trail. *Amount: $5,100,000*

2016 Arterial Overlay Program – (Completed October 2016 – Robert Dial) Project consisted of approximately 110,000 square yards (SY) of 1" milling followed by 7,000 tons of TXDOT specified T.O.M. on various sections of Lakeline Boulevard between Riviera Drive and New Hope Drive, approximately 25,000 SY of 1.5" milling followed by 25,000 SY of 1.5" COA type 'D' on Cypress Creek Road, Little, and El Salido, approximately 5,000 SY 1.5" COA type 'D' level up and overlay on Cougar Avenue. *Amount: $2,000,000*

Lakeline Boulevard @ Cypress Creek Road Intersection Improvements – (Completed August 2016 – Robert Dial & staff) Project consisted of construction of deceleration lanes, additional turn lanes including widening an existing bridge structure, and approximately 20,000 SY of 1.5" milling and COA type 'D' overlay of existing Lakeline Boulevard and Cypress Creek Road. *Amount: $2,400,000*

Anderson Mill Road Overlay Project and Lakeline Boulevard Pavement Repair Project – (Completed September 2015 – Robert Dial) Project consisted of approximately 3,000 SY of 4" full depth repairs to failure areas using TXDOT type 'B' HMA, approximately 22,000 SY of 1" COA type 'F' overlay from south of Gaspar Bend to R.M. 1431 and approximately 2,200 SY of 4" COA Type 'C' HMA placement in failure areas of old pavement areas on Lakeline. *Amount: $450,000*

County Road 272 and Brushy Creek Road Repair and Overlay Projects – (Completed September 2015 – Robert Dial) Project consisted of approximately 4,000 SY of 4" COA Type 'B' HMA placement in identified repair locations, 36,000 SY of 1.5" COA type 'D' HMA level up and overlay on existing County Road 272 (Ronald Reagan to 1431) and Brushy Creek Road (Arrowhead Trail to City of Round Rock Limits). *Amount: $420,000*

Bagdad Road Reconstruction (TXDOT Funded) – (Completed April 2015 – Robert Dial & staff) Project consisted of 7,500 LF of a 4 lane roadway reconstruction from R.M. 1431 to Kettering Drive (Leander High School) including approximately 12,500 SY of 2" TXDOT type 'C' HMA on New Hope Road and existing portions of Bagdad Road near R.M. 1431, New Hope Road and Kettering Drive. *Amount: $4,500,000*

Lakeline Boulevard Mill and Overlay Project (Cypress Creek Road to Buttercup Creek Boulevard) – (Completed September 2014 – Robert Dial) Project consisted of approximately 30,000 SY of 1" profile milling followed by 1,600 tons of 1" TXDOT specified T.O.M. on Lakeline Boulevard from Cypress Creek Road to Buttercup Creek Blvd. *Amount: $320,000*

Cottonwood Creek Road / New Hope Drive Reconstruction – (Completed February 2014 – David Dial & staff) Reconstruction of Cottonwood Creek Road from RM 1431 to New Hope Drive including utilities, driveways, pedestrian improvements, illumination, signal, signage and striping improvements. Reconstruction of 2,500 LF New Hope Drive from 183A toward Parmer Lane including utilities improvements, driveways, illumination, signage and striping. *Amount: $5,800,000*

2011 Street Revitalization Program – (Completed March 2012 – David Dial) Project consisted of approximately 100,000 SY of 0.25" micro-surface material to revitalize existing streets including sections of Lakeline Boulevard and Cypress Creek Road. *Amount: $250,000*

B.C.R.U.A. 78" Raw Water Line / Trails End Road Reconstruction – (Completed February 2012 – David Dial) Project consisted of large diameter water line construction through the Trails End Road and R.M. 1431 right-of-ways from Lake Travis to proposed treatment plant at Hur Industrial Boulevard followed by approximately 3 miles of roadway reconstruction and paving of a TXDOT schedule 3 road (Trails End Road) from R.M. 1431 to the end of the road at Lake Travis. *Amount: $20,000,000 including the utility improvements*

Brushy Creek Road Reconstruction, 183A to Parmer Lane (TXDOT Funding) – (Completed 2012 – David Dial & staff) Reconstruction of Brushy Creek Road from 183A to Parmer Lane including drainage, pedestrian improvements, signal, signage and striping improvements. Partial funding provided by TXDOT, LGPP required. Coordination with CTRMA on 183A overlaps. Reimbursement requirements fully met. *Amount: $7,556,000*

Brushy Creek Road Reconstruction, Parmer Lane to Arrowhead Trail – (Completed 2012 – David Dial & staff) Reconstruction of Brushy Creek Road from Parmer Lane to Arrowhead Trail including drainage, illumination, and pedestrian improvements included on Brushy Creek Regional Hike and Bike Trail, signal, signage and striping improvements. *Amount: $3,800,000*

New Hope Drive Reconstruction, Lakeline Boulevard to Bagdad Road – (Completed 2012 – Robert Dial) Reconstruction of existing New Hope Drive including water, waste water, drainage, ponds, illumination, pedestrian improvements, and intersection improvements at Bagdad Road and Lakeline Boulevard. *Amount: $3,401,000*

Park Street Reconstruction, Lakeline Boulevard to Buffalo Pass – (Completed 2011 – David Dial & staff) Reconstruction of existing arterial roadway including water, waste water, drainage, illumination, signal, signage, striping, and pedestrian improvements. Other items included in project were multiple intersection improvements including S. Bell, 1 railroad crossing, and 1 bridge. *Amount: $3,900,000*

New Hope Drive Construction, Lakeline Boulevard to RM 1431 – (Completed 2011 – David Dial & staff) New construction of 2 lane arterial from Lakeline to RM 1431 including water, waste water, drainage utilities, illumination, signal, signage, striping, and pedestrian improvements. *Amount: $3,330,000*

New Hope Drive Reconstruction, CR 180 to Bagdad Road – (Completed 2008 – David Dial) Reconstruction of 2 lane roadway. Improvements included a 72" water line and appurtenances, waste water, drainage, illumination, signal, signage, striping, and pedestrian improvements. 4 lane construction with medians and turn lanes including crossings at Bell Blvd. and Bagdad Road. *Amount: $20,500,000 (including utility improvements)*

Utility Infrastructure Improvements (C.I.P.):

Cottonwood Creek Wastewater Collection System, Phase C – (Completed August 2014 – Robert Dial) The project consisted of the construction of approximately 5,000 LF of 36" Hobas wastewater main and appurtenances along Ronald Reagan Boulevard and Spanish Oak Creek, 200 LF of 16" Ductile Iron pipe and fittings along R.M. 1431, 2 bore operations totaling 646 LF of 48" casing under Ronald Reagan and an Archaeological site, 4 creek crossing operations on Brushy Creek and Spanish Oak Creek, a bypass pumping operation and doghouse manhole tie-in to the existing North Brushy Creek Wastewater Interceptor. *Amount: $3,700,000*

B.C.R.U.A. 72" Treated Water Line, Segment 1 – (Completed 2013 – David Dial, Robert Dial, & staff) Installation of approximately 10,000 LF of 72" mortar lined steel cylinder water line from the Water Treatment Plant to the existing water line installed during Segment 2A construction in 2007. The project included 2 tunnels, multiple open cut roadway crossings, existing utility crossings and relocations, creek crossing work and easement restoration. *Amount: $7,500,000*

B.C.R.U.A. 72" Treated Water Line, Segment 2C – (Completed 2012 – David Dial, Robert Dial, & staff) Installation of approximately 12,500 LF of 72" mortar lined concrete cylinder water line from the existing connection at Segment 2B near New Hope and U.S. 183A to the Leander take point on CR 272. The project included a tunnel under Ronald Reagan, existing utility crossings and relocations, creek crossing work and easement restoration, and the Leander control valve vault and SCADA system. *Amount: $5,700,000*

B.C.R.U.A. Regional Water Treatment Plant, Cedar Park Hur Industrial Lift Station Relocation – (Completed 2012 – David Dial, Robert Dial) Our firm provided quality assurance construction management and inspection for the City of Cedar Park Hur Industrial Park Lift Station construction. A completely new wastewater lift station facility was constructed including all electronic controls and panels, lifting crane, valve vault, gravity wastewater lines and connecting wastewater force mains. Construction of new lift station was to allow for construction of the B.C.R.U.A. Water Treatment Plant. Existing lift station was abandoned and new lift station was fully commissioned. *Amount: $1,750,000*

B.C.R.U.A. 78" Raw Water Line, Contract 1 – (Completed 2011 – David Dial, Robert Dial, & staff) Installation of approximately 25,000 LF of 78" mortar lined steel water line from Lake Travis to the proposed B.C.R.U.A. Water Treatment Plant. This project included 3 tunnels for the 78" raw water line, 2 open cut crossings, 2 drainage utility crossing line bores, shoring along an existing 30" water line, water service connections, existing City of Cedar Park sewer line crossing and appurtenance relocation, storm sewer removal and replacements, drainage swale construction and culvert installations. *Amount: $20,000,000 including Trails End Road reconstruction noted above*

Water Reclamation Facility, Odor Control Improvements – (Completed 2010 – David Dial) Provided quality assurance construction management and inspection services for full odor control system implementation at Cedar Park Water Reclamation Facility. The project included upgrades to the ventilation system, the wastewater lift station, water reclamation plant head works, the digester basin, and the belt room to mitigate odor issues. *Amount: $2,400,000*

Buttercup Wastewater Emergency Repairs – (Completed 2010 – David Dial) Emergency repair work on existing 30" wastewater line that was damaged by settling near a drainage basin. Work had to be completed on a truncated time table to insure no further damages or interruptions to service. *Amount: $750,000*

North Brushy Creek Interceptor Extension Phase 1 and 2 – (Completed 2008 – David Dial & Robert Dial) Approximately 12,500 LF of 36" Hobas wastewater pipe and pipe appurtenances installed from 1431 to the north of County Road 179. Project included multiple creek crossings and county road crossings as well as tie-in work for new and existing developments. *Amount: $5,000,000 for both phases*

******DDS has also provided oversight on hundreds of subdivision sections including multiple sections of The Ranch at Brushy Creek, Buttercup Creek, Carriage Hills, The Ranch at Cypress Creek, Twin Creeks, Town Center, and others.***

Contact Information:

David Dial 1-512-784-4546, ddial@dldialassociates.com
Robert Dial 1-512-589-3105, rdial@dldialassociates.com

David Dial and Robert Dial will serve as the primary points of contact for K. Friese and Associates on this project. Additional staff resources can be available for use, as needed, and shall be submitted for approval prior to performing any tasks on the proposed project.

Rates and Fees:

Principal Rate (David Dial)	***$105.00/hour***
Manager Rate (Robert Dial)	***$100.00/hour***
Additional Staff Rate	***$90.00/hour***

The rates shown ***include all costs*** associated with providing the required deliverables and the quality service that our clients will receive such as vehicle mileage, insurance, office supplies and equipment, personal protective equipment, measurement devices, and documentation materials or equipment.

It is anticipated that the County Road 225 Bridge and Drainage Improvements project will require the equivalent of 1 part-time to full-time (30 hours per week) representative for approximately 1 year. The not to exceed (NTE) contract amount for this project based on the commitment as described above is estimated to be **$150,000.00.**

Insurance Coverage:

Dial Development Services, Ltd. carries General Liability Insurance as follows:

Carrier	Transportation Insurance Co.
Agent	Hertel Insurors Group, LLP.
Policy	4017706148
Amount	$2,000,000 Aggregate, $1,000,000 per Occurrence

A copy of the Acord Certificate of Liability Insurance will be provided along with a signed contract agreement. We maintain our general liability insurance policy annually. Dial Development Services, Ltd. is also pleased to provide additional insurance coverage pursuant to the requirements of the referenced project.

Reference Information:

Kenneth Wheeler, P.E.
City of Cedar Park
2401 Brushy Creek Loop
Cedar Park, TX 78613
kenneth.wheeler@cedarparktexas.gov
(512) 401-5550

Garrett Bonn, P.E.
Assistant City Engineer
City of Fredericksburg
126 West Main
Fredericksburg, TX 78624
gbonn@fbgtx.org
(830) 997-7521

Randall Lueders, P.E.
Senior Project Manager
City of Cedar Park
450 Cypress Creek Road
Cedar Park, Texas 78613
randall.lueders@cedarparktexas.gov
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Tom Gallier, General Manager
Brushy Creek Regional Utility Authority
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Cedar Park, TX 78613
tgallier@bcrua.org
(512) 788-2036

Alan Green
Project Manager
City of Cedar Park
450 Cypress Creek Road
Cedar Park, TX 78613
alan.green@cedarparktexas.gov
(512) 401-5352

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

SUB-789 Ranchitos of Niederwald Subdivision (3 Lots). Discussion and possible action to approve final plat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco	JONES	N/A

SUMMARY

The proposed Ranchitos of Niederwald Subdivision is a 3 lot subdivision across 3.65 acres located off of Williamson Road in Precinct 2.

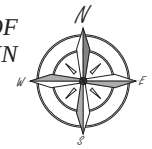
The subdivision will be served by GoForth Water Supply and wastewater service will be provided by individual on-site sewage facilities.

RANCHITOS OF NIEDERWALD SUBDIVISION

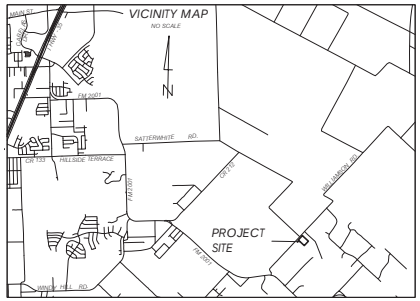
3.659 ACRES BEING 1.153 ACRES OUT OF THE OTIS G. EELS SURVEY, ABSSTRACT NO. 167 AND 2.506 ACRES OUT OF THE JUAN ARMENDARIS SURVEY, ABSTRACT NO. 541, DESCRIBED IN DEED TO ROGIERO MARTINEZ RECORDED IN DOC. 2015-15037631, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

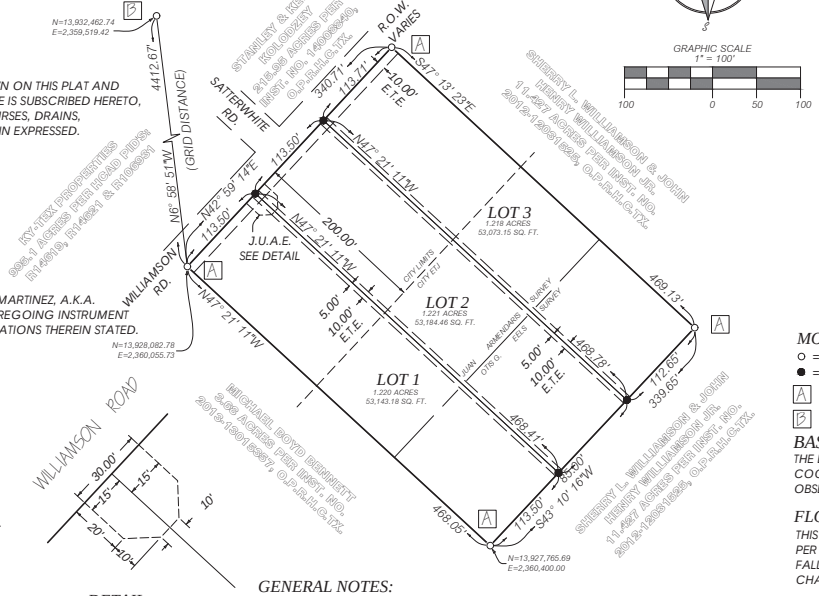
SHEET 1 OF 1 SHEETS

LEGEND:
B.L. = BUILDING LINE SETBACK
NTS = NOT TO SCALE
D.R.H.C.TX. = DEED RECORDS, HAYS COUNTY, TEXAS.
O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
R.P.R.H.C.TX. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS.
E.T.E. = ELECTRICAL TRANSMISSION EASEMENT, DEDICATED HEREON.
P.U.E. = PUBLIC UTILITY EASEMENT
J.U.A.E. = JOINT USE ACCESS EASEMENT, DEDICATED HEREON.



GRAPHIC SCALE
1" = 100'
100 0 50 100





DETAIL
(TYP.) J.U.A.E. DEDICATED HEREON
NO SCALE

MONUMENT LEGEND / NOTES:
○ = FOUND MONUMENT AS DESCRIBED.
● = 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING" TO BE SET.
[A] FOUND IRON ROD W/ CAP STAMPED "RPLS 1868".
[B] FOUND LCRA MONUMENT CS30.

BASIS OF BEARINGS:
THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

FLOOD PLAIN NOTE:
THIS SUBDIVISION IS NOT WITHIN THE 100 YEAR FLOODPLAIN OF ANY WATERCOURSE, PER NFIP FIRM NO. 48209C0295F, DATED SEPTEMBER 02, 2005. THIS SUBDIVISION FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN).

STATE OF TEXAS §
COUNTY OF _____ § KNOWN BY ALL MEN PRESENTS

OWNER'S CERTIFICATION:
I ROGIERO SAUL MARTINEZ A.K.A. ROGIERO MARTINEZ, THE UNDERSIGNED OWNER OF LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE MARTINEZ SUBDIVISION IN THE CITY OF NIEDERWALD, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20___, A.D.

_____
ROGIERO MARTINEZ DATE
16219 OXBOW TRAIL, BUDA, TEXAS 78610

STATE OF TEXAS §
COUNTY OF _____ § KNOWN BY ALL MEN PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ROGIERO SAUL MARTINEZ, A.K.A. ROGIERO MARTINEZ, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__, A.D.

_____
NOTARY PUBLIC DATE
IN AND FOR THE STATE OF _____

STATE OF TEXAS §
COUNTY OF _____ § KNOWN BY ALL MEN PRESENTS

THIS PLAT, _____, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

_____
MAYOR
ATTEST
_____
CITY SECRETARY

STATE OF TEXAS §
COUNTY OF _____ § KNOWN BY ALL MEN PRESENTS

GOFORTH WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM HAS ADEQUATRE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

_____
, GENERAL MANAGER
GOFORTH WATER SUPPLY CORPORATION

GENERAL NOTES:
1. WATER SERVICE BY GOFORTH SPECIAL UTILITIES DISTRICT.
2. WASTE WATER BY ON-SITE SEWAGE SYSTEMS. THE SYSTEMS MAY BE AEROBIC.
3. ELECTRIC SERVICE BY BLUEBONNET ELECTRIC COOPERATIVE OR PEDERNALES ELECTRIC COOPERATIVE, INC.
4. TELEPHONE SERVICE BY TIME WARNER CABLE.
5. THIS PROPERTY IS LOCATED WITHIN CALDWELL HAYS COUNTY ESD #1.
6. THIS PROPERTY IS PARTIALLY LOCATED WITHIN THE CITY OF NIEDERWALD AND WITHIN THE CITY OF NIEDERWALD ETJ.
7. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
8. THIS PROPERTY IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
9. THIS PROPERTY IS LOCATED WITHIN THE PLUM CREEK CONSERVATION DISTRICT.
10. NO PORTION OF THIS PROPERTY LIES WITHIN ANY BOUNDARY OR ZONE OF THE EDWARDS AQUIFER.
11. ACCESS TO WILLIAMSON ROAD FOR LOTS 1 AND 2 IS HEREBY LIMITED TO THE J.U.A.E. DEDICATED HEREON.
12. ACCESS TO WILLIAMSON ROAD FOR LOT 3 WILL BE FROM A DRIVEWAY LOCATED AT THE CENTER OF SAID LOT 3 ONLY.
13. ALL BUILDING WITHIN THE CITY LIMITS WOULD BE PERMITTED BY THE CITY OF NIEDERWALD AND ALL PERMITTING IN THE ETJ WOULD BE ACCOMPLISHED BY THE COUNTY.

LOT TABLE:
NUMBER OF LOTS 3.
AVERAGE LOT SIZE IS 1.22 ACRES
THERE WILL BE 3 LOTS LARGER THAN 1 ACRE AND SMALLER THAN 2 ACRES.

ENGINEER'S CERTIFICATION:
I, MATTHEW DRINGENBERG, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

_____DATE:_____
MATTHEW DRINGENBERG - P.E. 114250
SOUTHWEST ENGINEERS, INC.
142 CIMARRON PARK LOOP, SUITE A
BUDA, TX. 78610
TEXAS FIRM NO.: F-1909

STATE OF TEXAS
Matthew A. Dringenberg
114250
LICENSED PROFESSIONAL ENGINEER

HAYS COUNTY WATER/WASTEWATER NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTE WATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
JAMES "CLINT" GARZA DATE TOM POPE DATE
DIRECTOR, HAYS COUNTY R.S., C.F.M., HAYS COUNTY
DEVELOPMENT AND COMMUNITY SERVICES FLOODPLAIN ADMINISTRATOR

SURVEYOR'S CERTIFICATION:
I, SCOTT A. HAHN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY AND THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND WITH MY DIRECT SUPERVISION.

_____
SCOTT A. HAHN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REGESTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING
614 JERRYS LANE
BUDA, TX. 78610

STATE OF TEXAS
SCOTT A. HAHN
6375
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF HAYS § KNOWN ALL MEN BY THESE PRESENTS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF _____, 2017, A.D., AT _____ O'CLOCK __. M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE ___ DAY OF _____, 2017, A.D.

_____
LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HAYS § KNOWN ALL MEN BY THESE PRESENTS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____, A.D. 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE ___ DAY OF _____, 2017, A.D.

_____ _____
ALBERT "BERT" COBB, M.D., COUNTY JUDGE LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

SOS J/N: 0048-16-024-HCAD PID R96090

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

SUB-813 Medlin Creek Ranch Phase 2 (18 Lots). Discussion and possible action to approve final plat; accept Construction Bond No. CNB-24994-00 for the construction of street and drainage improvements in the amount of $368,000.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco	WHISENANT	N/A

SUMMARY

The proposed Medlin Creek Ranch is an 18 lot subdivision located off of Medlin Creek Loop in Precinct 4.

The subdivision will be served by individual water wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS: That, John Siemering, Executive Officer of Barton Bend LP, owner of 98.03 Acre tract, being a portion of that called Parcel 1, 232.8 Acre tract, of land, out of the Jean Darrigand Survey No. 41, Abstract No. 149, as described in a Special Warranty Deed, from Medlin Creek Ranch, LTD of record in Instrument Number 16034486 Official Property Records, Hays County, Texas.

DO HEREBY SUBDIVIDE said 98.03 acres, in accordance with the map or plat shown hereon to be known as:

MEDLIN CREEK RANCH, PHASE II

Subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public use of the streets and easements shown hereon.

Witness my hand this the _____ day of _____, 20____ A.D.

_____
John Siemering
12400 Hwy. 71, Suite 350
Austin, Texas 78738

STATE OF TEXAS §
COUNTY OF HAYS §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared John Siemering, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 20____ A.D.

_____
Notary public in and for Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

I, Erin K. Banks, A professional engineer, do hereby certify that a portion of this property is located within a designated 100-Year Flood Zone Area, as shown on the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (F.I.R.M.) Community Community No. 480321, Map No. 48209C0050F, and 48209C010F Hays County Texas, dated September 2, 2005, and shall be contained within the right-of-way and drainage easements shown hereon.

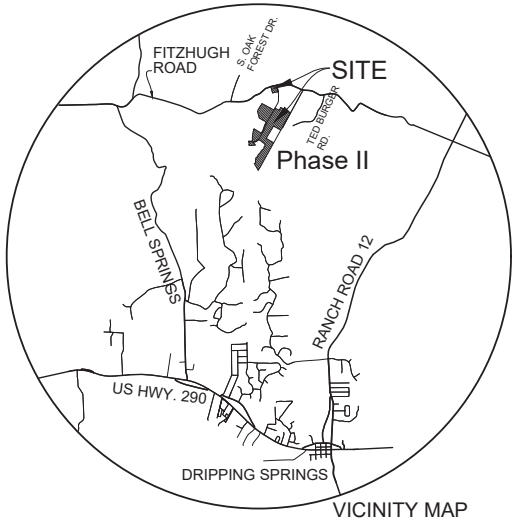
_____
Erin K. Banks, Date
Licensed Professional Engineer
No.84248 - State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

Know all men by these presents, that I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Hays County Subdivision Regulations and further certify that this plat is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Bryan D. Newsome, Date
Registered Professional Land Surveyor
No. 5657 - State of Texas



VICINITY MAP
-NTS-

GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983
SOUTH CENTRAL ZONE (4204), U.S. SURVEY FEET
REFERENCE FRAME: NAD 83(2011)(EPOCH: 2010.0000)
CSF: 0.99987973
MAPPING ANGLE: 0°26'12" (AVG.)
VERTICAL DATUM: NAVD88, GEOID 12A

EMERGENCY SERVICES:
Hays County, Emergency Service District No. 1
Hays County, Fire & Rescue District No. 6

E.T.J. NOTE:
No portion of this subdivision lies within the boundaries of any municipalities, corporate city limits, or extra territorial jurisdiction.

EDWARDS AQUIFER NOTE:
This subdivision lies within the Edwards Aquifer Contributing Zone and not in the Edwards Aquifer Recharge Zone.

PLAT INFORMATION:
Total Area: 98.03 Acres
Total Number Lots: 15

Number of Lots Over 10 Acres: 1
Number of Lots 5 - 10 Acres: 5
Number of Lots 2 - 5 Acres: 9
Number of Lots 1 - 2 Acres: 0
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION:
Water: Individual water wells and Rainwater Collection
Sewer: Individual on-site sewage facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Frontier

SCHOOL DISTRICT:
This subdivision lies within the boundary of the Dripping Springs Independent School District.

FLOODPLAIN NOTE:
A portion of the subdivision lie within Special Flood Hazard Areas (SFHAs) as delineated on the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (F.I.R.M.) Community No. 480321, Map No. 48209C0050F, and Map No. 48209C0101F Map Revised September 2, 2005, and defined as follows:

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD:

ZONE A: No Base Flood Elevations determined.

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION TO WIT:
No structure in this subdivision shall be occupied until connected to a state approved organized waste water system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource. No construction or other development within this subdivision may begin until all Hays County development permit requirements have been met.

_____ _____
Roxie McInnis, Division Manager Date
Hays County Development and Community Services

_____ _____
Tom Pope, C.F.M., R.S. Date
Hays County Floodplain Administrator

STATE OF TEXAS §
COUNTY OF HAYS §

I, Liz Q. Gonzalez, County Clerk of Hays County, Texas, do hereby certify that, on the _____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court Resolution # _____

Witness my hand and seal of office, this the _____ day of _____ , 20____ A.D.

_____ _____
Albert "Bert" Cobb, M.D. Liz Q. Gonzalez
County Judge, Hays County, Texas County Clerk, Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

I, Liz Q. Gonzalez, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____ , 20____ A.D., at _____ o'clock _____ m., in the Plat Records of Hays County Texas, in Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____ , 20____ A.D.

_____
Liz Q. Gonzalez
County Clerk, Hays County, Texas

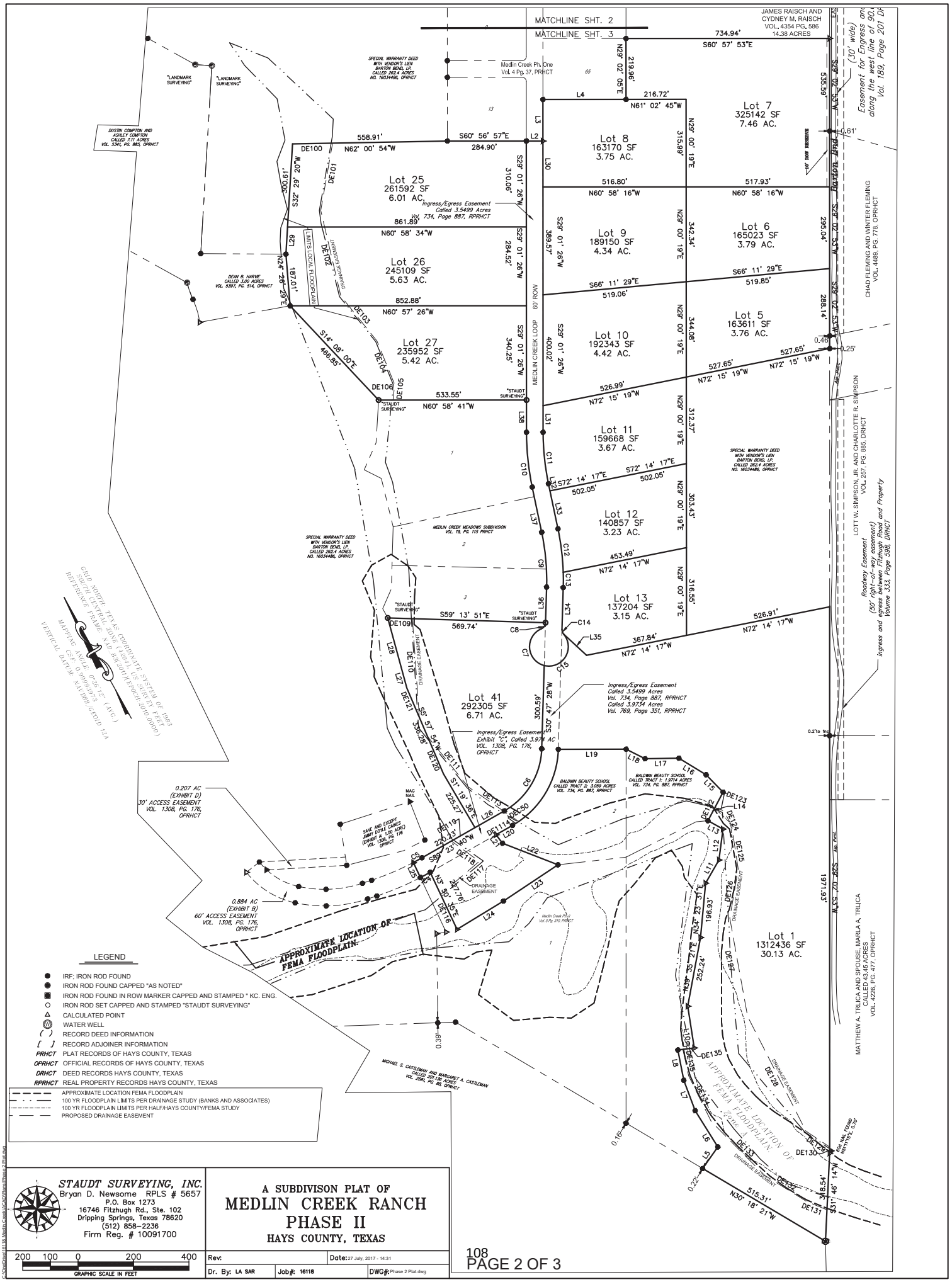
STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
P.O. Box 1273
16746 Fitzhugh Rd., Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700

SUBDIVISION PLAT OF
MEDLIN CREEK RANCH
PHASE II
HAYS COUNTY, TEXAS

NO SCALE 0
GRAPHIC SCALE IN FEET

Rev:	Date: 27 July, 2017 - 14:31	
Dr. By: LA SAR	Job#: 16118	DWG#: Phase 2 Plat.dwg

C:\OneDrive\16118 Medlin Creek\ACAD\Plans\Phase 2 Plat.dwg


MATCHLINE SHT. 2
MATCHLINE SHT. 3
JAMES RAISCH AND CYDNEY M. RAISCH VOL. 4354 PG. 586 14.38 ACRES
Lot 1 1312436 SF 30.13 AC.
Lot 5 163611 SF 3.76 AC.
Lot 6 165023 SF 3.79 AC.
Lot 7 325142 SF 7.46 AC.
Lot 8 163170 SF 3.75 AC.
Lot 9 189150 SF 4.34 AC.
Lot 10 192343 SF 4.42 AC.
Lot 11 159668 SF 3.67 AC.
Lot 12 140857 SF 3.23 AC.
Lot 13 137204 SF 3.15 AC.
Lot 25 261592 SF 6.01 AC.
Lot 26 245109 SF 5.63 AC.
Lot 27 235952 SF 5.42 AC.
Lot 41 292305 SF 6.71 AC.
MEDLIN CREEK LOOP 60' ROW
Medlin Creek Ph. One Vol. 4 Pg. 37, PRHCT
Ingress/Egress Easement Called 3.5499 Acres Vol. 734, Page 887, RPRHCT
Ingress/Egress Easement Called 3.5499 Acres Vol. 734, Page 887, RPRHCT Called 3.9734 Acres Vol. 769, Page 351, RPRHCT
Ingress/Egress Easement Exhibit "C", Called 3.974 AC VOL. 1308, PG. 176, OPRHCT
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BARTON BEND, LP. CALLED 262.4 ACRES NO. 16034486, OPRHCT
MEDLIN CREEK MEADOWS SUBDIVISION VOL. 19, PG. 115 PRHCT
BALDWIN BEAUTY SCHOOL CALLED TRACT 2: 3.059 ACRES VOL. 734, PG. 887, RPRHCT
BALDWIN BEAUTY SCHOOL CALLED TRACT 1: 1.9714 ACRES VOL. 734, PG. 887, RPRHCT
0.207 AC (EXHIBIT D) 30' ACCESS EASEMENT VOL. 1308, PG. 176, OPRHCT
0.884 AC (EXHIBIT B) 60' ACCESS EASEMENT VOL. 1308, PG. 176, OPRHCT
SAVE AND EXCEPT JIMMY DOYLE GAINES (EXHIBIT A: 1.00 ACRE) VOL. 1308, PG. 176 OPRHCT
APPROXIMATE LOCATION OF FEMA FLOODPLAIN
DRAINAGE EASEMENT
LIMITS LOCAL FLOODPLAIN
HIGHWATER ELEVATION
Roadway Easement (50' right-of-way easement) Ingress and egress easement Trinity Road and Property Volume 333, Page 598, ORHCT
Easement for Ingress and Egress along the west line of 90.1 Vol. 189, page 201 DR
CHAD FLEMING AND WINTER FLEMING VOL. 4489, PG. 778, OPRHCT
LOTT W. SIMPSON, JR. AND CHARLOTTE R. SIMPSON VOL. 251, PG. 885, DRHCT
MATTHEW A. TRLICA AND SPOUSE, MARLA A. TRLICA CALLED 43.45 ACRES VOL. 4226, PG. 477, OPRHCT
MICHAEL S. CASTLEMAN AND MARGARET A. CASTLEMAN CALLED 20.18 ACRES VOL. 2581, PG. 98, OPRHCT
DUSTIN COMPTON AND ASHLEY COMPTON CALLED 7.11 ACRES VOL. 5341, PG. 885, OPRHCT
DEAN B. HARVIE CALLED 3.00 ACRES VOL. 5397, PG. 514, OPRHCT
"LANDMARK SURVEYING"
"STAUDT SURVEYING"
GRID NORTH TEXAS COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE (4204) US SURVEY FEET REFERENCE FRAME: NAD 83(NSRS2011 2010.0000) MAPPING ANGLE: 0°36'12" (ANG.) CF: 0.9999873 VERTICAL DATUM: NAVD88 GEOID 12A
LEGEND
IRF; IRON ROD FOUND
IRON ROD FOUND CAPPED "AS NOTED"
IRON ROD FOUND IN ROW MARKER CAPPED AND STAMPED " KC. ENG.
IRON ROD SET CAPPED AND STAMPED "STAUDT SURVEYING"
CALCULATED POINT
WATER WELL
RECORD DEED INFORMATION
RECORD ADJOINER INFORMATION
PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
OPRHCT OFFICIAL RECORDS OF HAYS COUNTY, TEXAS
DRHCT DEED RECORDS HAYS COUNTY, TEXAS
RPRHCT REAL PROPERTY RECORDS HAYS COUNTY, TEXAS
APPROXIMATE LOCATION FEMA FLOODPLAIN
100 YR FLOODPLAIN LIMITS PER DRAINAGE STUDY (BANKS AND ASSOCIATES)
100 YR FLOODPLAIN LIMITS PER HALF/HAYS COUNTY/FEMA STUDY
PROPOSED DRAINAGE EASEMENT
STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
P.O. Box 1273
16746 Fitzhugh Rd., Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700
200 100 0 200 400
GRAPHIC SCALE IN FEET
A SUBDIVISON PLAT OF
MEDLIN CREEK RANCH
PHASE II
HAYS COUNTY, TEXAS
Rev:
Date: 27 July, 2017 - 14:31
Dr. By: LA SAR
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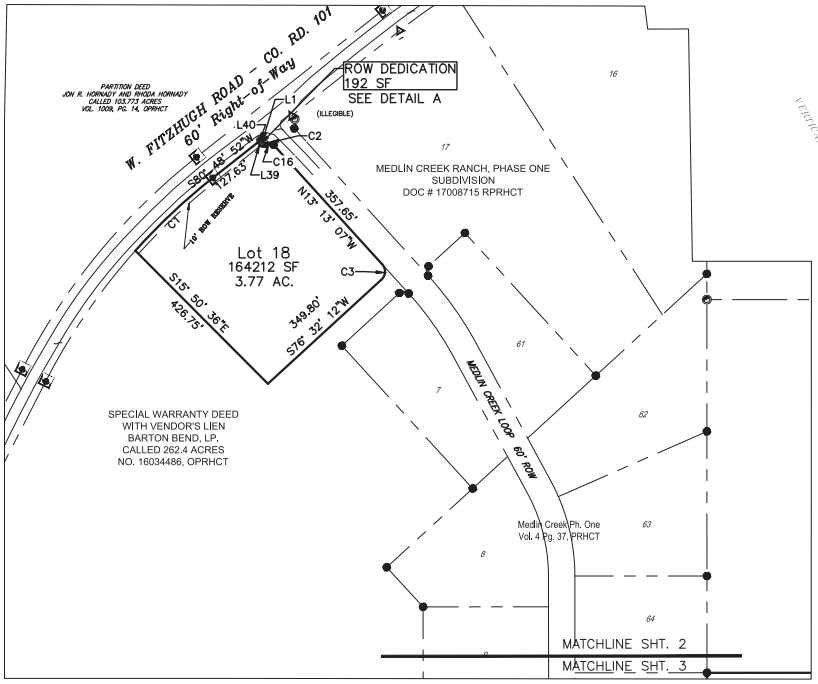
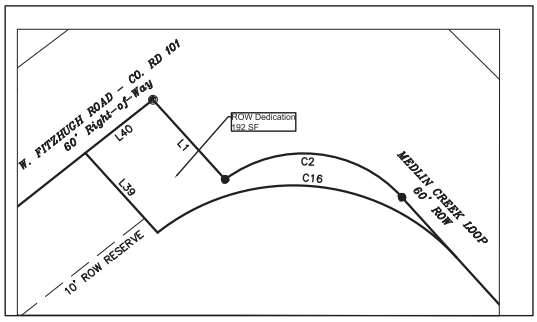
DWG#: Phase 2 Plat.dwg



LEGEND

- IRF; IRON ROD FOUND
- IRON ROD FOUND CAPPED "AS NOTED"
- IRON ROD FOUND IN ROW MARKER CAPPED AND STAMPED " KC. ENG.
- IRON ROD SET CAPPED AND STAMPED "STAUDT SURVEYING"
- CALCULATED POINT
- WATER WELL
- ( ) RECORD DEED INFORMATION
- [ ] RECORD ADJOINER INFORMATION
- PRHCT PLAT RECORDS OF HAYS COUNTY, TEXAS
- OPRHCT OFFICIAL RECORDS OF HAYS COUNTY, TEXAS
- DRHCT DEED RECORDS HAYS COUNTY, TEXAS
- RPRHCT REAL PROPERTY RECORDS HAYS COUNTY, TEXAS



DETAIL A
ROW DEDICATION
SCALE: 1"=10'

Drainage Easement Line Table

Line #	Length	Direction
L1	12.21	N13° 09' 50"W
L2	60.00	S60° 56' 57"E
L3	149.96	N29° 01' 26"E
L4	299.98	S60° 58' 34"E
L5	95.20	N64° 13' 28"E
L6	154.43	N2° 58' 02"W
L7	116.94	N8° 30' 23"E
L8	111.56	N17° 59' 25"E
L9	59.66	S68° 07' 44"E
L10	152.44	N20° 10' 51"E
L11	96.46	N58° 56' 01"E
L12	112.74	N36° 31' 21"E
L13	62.11	N31° 55' 43"W
L14	116.53	N56° 59' 08"E
L15	87.86	N15° 12' 01"W
L16	114.94	N29° 36' 16"W
L17	122.05	N61° 53' 46"W
L18	76.68	N34° 12' 15"W
L19	244.66	N61° 03' 35"W
L20	68.53	S89° 23' 40"W
L21	38.47	S8° 04' 41"E
L22	214.94	S39° 42' 20"E
L23	236.30	S85° 25' 19"W
L24	196.24	S87° 42' 49"W
L25	60.05	N3° 51' 05"E
L27	79.75	S13° 47' 48"W
L28	182.56	S13° 47' 48"W
L29	98.01	S32° 29' 20"W
L30	165.72	S29° 01' 26"W
L31	96.00	S29° 01' 26"W
L32	26.42	S17° 09' 31"W
L33	140.14	S17° 09' 31"W
L34	151.07	S30° 47' 28"W
L35	112.71	N18° 12' 03"W
L36	128.55	N30° 47' 28"E
L37	166.52	N17° 09' 31"E
L38	116.50	N29° 01' 26"E
L39	12.21	S13° 09' 50"E
L40	9.77	S80° 48' 52"W

Drainage Easement Line Table

Line #	Length	Direction
DE100	144.43	N62° 00' 54"W
DE101	246.50	S39° 00' 38"W
DE102	317.53	S15° 51' 36"W
DE103	207.79	S9° 47' 21"E
DE104	169.32	S6° 51' 42"W
DE105	57.10	S34° 46' 26"W
DE106	52.19	S60° 58' 41"E
DE109	89.01	N59° 13' 51"W
DE110	356.16	N25° 03' 54"E
DE111	234.01	N9° 49' 46"W
DE113	221.20	N26° 32' 48"W
DE115	68.53	N89° 23' 40"E
DE116	138.90	S3° 50' 35"W
DE117	183.46	N78° 21' 53"E
DE118	124.31	N24° 40' 54"W
DE119	97.77	S89° 23' 40"W
DE120	146.67	S5° 57' 54"W
DE121	114.03	S5° 57' 54"W
DE122	53.86	S56° 59' 08"W
DE123	34.18	S39° 48' 20"E
DE124	59.83	S0° 44' 34"W
DE125	158.30	S20° 24' 00"W
DE126	180.33	S38° 46' 49"W
DE127	360.55	S18° 46' 10"W
DE128	464.44	S2° 06' 04"W
DE129	103.14	S27° 10' 25"E
DE130	204.80	N31° 46' 14"E
DE131	78.62	N38° 43' 55"W
DE132	179.59	N29° 02' 32"W
DE133	272.77	N15° 45' 26"W
DE134	184.01	N2° 42' 47"E
DE135	98.27	N16° 34' 44"E
DE136	41.62	N68° 07' 44"W

ROW Area Table

ROADWAY	Area (AC.)	Area (SF.)
Medlin Creek Loop	2.79	121436
ROW Dedication	0.00	192

Drainage Easement CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	9°58'12"	1402.40'	244.03'	122.32	S 75°50'56" W	243.72'
C2	84°36'19"	15.00'	22.15'	13.65	N 55°09'17" W	20.19'
C3	89°45'18"	25.00'	39.16'	24.89	S 31°39'33" W	35.28'
C4	2°09'26"	1064.66'	40.09'	20.05	N 89°31'37" W	40.08'
C5	2°01'12"	1004.66'	35.42'	17.71	S 89°35'44" E	35.42'
C6	58°36'59"	267.22'	273.38'	150.01	N 60°05'05" E	261.61'
C7	143°14'05"	70.00'	174.99'	210.64	S 24°29'53" W	132.86'
C8	65°19'27"	25.00'	28.50'	16.03	N 63°27'11" E	26.98'
C9	13°37'40"	837.16'	199.12'	100.03	N 23°54'42" E	198.65'
C10	11°53'40"	960.22'	199.34'	100.03	N 23°04'36" E	198.98'
C11	11°53'18"	900.21'	186.78'	93.73	S 23°04'47" W	186.45'
C12	10°05'58"	897.16'	158.14'	79.28	N 22°08'46" E	157.94'
C13	3°31'50"	897.16'	55.28'	27.65	N 28°57'40" E	55.27'
C14	34°09'19"	30.67'	18.28'	9.42	S 9°40'27" W	18.01'
C15	144°19'23"	70.00'	176.32'	217.52	N 60°43'09" E	133.27'
C16	85°58'01"	25.00'	37.51'	23.30	S 56°12'07" E	34.09'

Drainage Easement CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
DEC50	4°36'10"	327.21'	26.29'	13.15	N 87°05'35" E	26.28'

GENERAL NOTES:

1. The Studied 100-Year Flood Plain is contained within the Drainage Easement shown hereon. No obstructions shall be placed within Drainage Easement.
2. Minimum front and rear setbacks are (25') Twenty-five feet and minimum side yard setbacks are (10') Ten feet from property lines.
3. (20') Twenty foot public utility easement shall be located along each side of dedicated Right-of-way and (10') Ten foot along all other property lines.
4. No driveway constructed on any lot within this subdivision shall be permitted access onto a public roadway unless:
   (a) a permit for use of the county roadway right-of-way has been issued under Chapter 751; and,
   (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721.
   (c) all culverts, when required shall comply with the current Hays County, Standards.
5. In approving this plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares delineated and shown on this plat, and all bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares, or in connection therewith shall be the responsibility of the owner and / or the developer of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners Court of Hays County, Texas. Hays County assumes no obligation to build the streets, roads, or other public thoroughfares shown on this plat or of constructing any bridges or culverts in connection therewith.
6. No construction or other development within this subdivision may begin until Hays County Development Requirements have been met.
7. One Call Note: Contractor must call Texas 811 for location of utilities.
8. This Subdivision is exempt from Parkland Requirements.
9. Lots within this subdivision are restricted from further resubdivision for the purposes of increasing density.
10. Lots within this subdivision are limited to one single family dwelling unit per lot and prohibited from TCEQ regulated development.

STAUDT SURVEYING, INC.
Bryan D. Newsome RPLS # 5657
P.O. Box 1273
16746 Fitzhugh Rd., Ste. 102
Dripping Springs, Texas 78620
(512) 858-2236
Firm Reg. # 10091700

200 100 0 200 400
GRAPHIC SCALE IN FEET

A SUBDIVISON PLAT OF
MEDLIN CREEK RANCH PHASE II
HAYS COUNTY, TEXAS

Rev:	Date: 27 July, 2017 - 14:31
Dr. By: LA SAR	Job#: 16118
DWG#: Phase 2 Plat.dwg	

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625 | 225 South 5th Street
Bonds 800 933 7444 | PO Box 2683
Waco, Texas 76702-2683

SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

BOND NO. CNB-24994-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Barton Bend, L.P., as Principal, and Insurors Indemnity Company, a corporation organized and doing business and under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County Judge

as Obligee, in the sum of Three Hundred Sixty Eight Thousand and No/100---------- ($ 368,000.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Medlin Creek Loop Subdivision, in Hays County the following improvements: Road & Drainage Improvements.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 11th day of August, 2017 (YEAR).

Barton Bend, L.P. John Siemering
Principal

BY: [signature]

Insurors Indemnity Company

BY: [signature]
Sheila Morrow, Attorney-in-Fact

INSURORS
INDEMNITY COMPANY

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-24994-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Sheila Morrow of the City of Austin, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman, Secretary

By: Dave Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Notary Public, State of Texas

Sherri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223599-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 11th day of August, 2017.

Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

INSURORS

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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 execution of a Letter of Agreement between Hays County and Central Texas Medical Center (CTMC) and authorize the payment of $900,000 related to Indigent health care costs.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	$900,000.00 budgeted

LINE ITEM NUMBER

120-675-00.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Shell	INGALSBE	N/A

SUMMARY

Dedicated funds are budgeted each year to be used for payments to CTMC associated with providing indigent health care through the 1115 waiver and the Indigent Program at the Live Oak Community Clinic. There is currently a total of $1,312,041.36 remaining for FY17 budgeted payments. The remaining $412,041.36 budgeted for FY 2017 will be carried over into FY 2018. The Letter of Agreement only authorizes the payment of funds currently budgeted for FY 2017. In addition to the carried over $412,041.36, $2M has been budgeted in the FY18 budget process to address future payments.

This process was used at the completion of FY2016 as well.

Attachment:
CTMC Letter of Agreement

LETTER OF AGREEMENT

BETWEEN

HAYS COUNTY AND CENTRAL TEXAS MEDICAL CENTER

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and Central Texas Medical Center (**CTMC**) to ensure CTMC's provision of high-quality health care to the residents of the County who are eligible for benefits

To enhance the health care available in the County, CTMC provides hospital care to Indigent Residents at CTMC at no cost to the patient. Additionally, CTMC provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CTMC's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CTMC shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CTMC's provision of Indigent Health Services, the County will pay to CTMC nine hundred thousand dollars ($900,000) (the **Payment**).

CTMC

_____

Anthony Stahl, Chief Executive Officer

_____

Date

Hays County

_____

Debbie Gonzalez Ingalsbe
Hays County Commissioner Precinct 1
On Behalf of Hays County

_____

Date

ATTEST:

_____

County Clerk

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 update regarding the 2017 Series bond sale and capital improvement program analysis from Hays County's Financial Advisor, Dan Wegmiller with Specialized Public Finance Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

Dan Wegmiller with SPFI, Inc. will provide an update regarding the recent sale of the Hays County Limited Tax Bonds Series 2017 (Public Safety Facilities), the Hays County Unlimited Tax Road Bonds Series 2017, the Hays County Limited Tax Refunding Bonds Series 2017 as well as a capital improvement program analysis for future planning.

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 Commercial OSSF Permit and grant a variance to Section 10-W(6) of the Hays County Rules for On-Site Sewage Facilities at 2500 N FM 1626, Buda, TX 78610.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	

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	JONES	N/A

SUMMARY

TWC-1626, LLC is proposing an OSSF to serve a small office building. This property is over 99. This system will accommodate up to 5 employees per day.
This OSSF is a standard treatment and effluent will be disposed to a pipe and gravel drainfield.
The system is designed for a maximum daily rate of 100 gallons. Water will be hauled in and stored in a storage tank to serve the office.
The system designer, Lance Dillard, R.S, is requesting a variance to Section 10-W(6) of the Hays County rules for On-Site Sewage Facilities, which requires an effluent meter which is capable of measuring the daily flow. His justification for the variance is "Equal Protection of the environment is insured…since the only water serviced to the building will go directly into the waste water facility. No exterior hose bibs or any type of irrigation should be used after the flow meter to honor the correct readings."

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 acknowledge and ratify the signature of the County Judge to accept a grant award from the Texas Veterans Commission - Fund for Veterans Assistance in the amount of $100,000.00 for Hays County Veterans Treatment Court operations, as well as approve the proposed changes to the grant elements associated with this award, and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Glickler/Hauff	INGALSBE	N/A

SUMMARY

On November 15, 2016 the Commissioners Court approved submission of a grant application to the Texas Veterans Commission for $100,000.00 to fund operations within the Hays County Veterans Treatment Court program. The funds would be used to cover the salaries of the full-time Probation Officer and part-time (20 hr/wk) Mentor Coordinator, as well as to pay court fees associated with the expunction of the veteran defendants' criminal records upon successful completion of the veterans treatment court program. While this project application and award was pending, legislation was introduced and passed – HB 322 – that has changed the way expunctions are conducted for Veterans/Veteran Court participants and, as a result, they or the organizations holding records can no longer be charged or charge for that service. This has resulted in necessary modification or amendment to our grant award per the TVC, as they will now no longer allow any expunction charges to the grant per the recent legislation. They also requested that we come up with alternative allowable services or elements to substitute for the disallowed "expunction" element in the amount of $18,838, still maintaining the full award amount of $100,000. Staff have considered appropriate services and determined that alternative, individualized treatment therapies for the Veteran Treatment Court participants are an appropriate and needed substitute.

To expedite award of the grant as we were already running behind the proposed schedule to hire the positions mentioned above, the County Judge signed the Notice of Grant Award (NOGA) on the expectation that the Commissioners Court would ratify and acknowledge such approval since approval was already in place for making the grant application for the proposed grant elements. However, counter-signature by the TVC and most importantly transmittal of the fully executed NOGA, was held up while TVC staff determined to most appropriate way to address the new legislation and make the required changes.

We are now asking the Commissioners Court to acknowledge and ratify the County Judge's signature for acceptance of the grant, as well as approve the proposed amendment for the substitution of "treatment services" for "expunctions". The term of the grant is from July 1, 2017 to June 30, 2018.

Texas Veterans Commission
RECEIVED
JUL 28 2017
Austin, Texas
Fund For Veterans' Assistance

TVC Award Number: VTC_17_0483
Fiscal Year: 2017

FVA Veterans Treatment Court
Notice of Grant Award
to
Hays County

Mailing Address:	Physical Address:	Grant Title:
111 E. San Antonio St. **Ste 300** **San Marcos, TX 78666**	**712 S. Stagecoach Trail** **San Marcos, TX 78666**	**Veterans Treatment Court - 2017** Date Grant Awarded: **July 1, 2017**
Amount of Award: **$100,000**		Term of Grant: **July 1, 2017 to June 30, 2018**
Payment Method: **Reimbursement**		Awarding Agency: **Texas Veterans Commission**
Authority: **Government Code Section 434.017**		

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

Approving TVC Official:

[signature] Date 8-2-17

Thomas P. Palladino
Executive Director

Authorized Grantee Official:

[signature] Date 7/25/2017

Bert Cobb, MD
County Judge

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 Transportation Director to hire two vacant Road Maintenance Specialists, slot 1075-002 and slot 1075-003 at the 50th percentile effective August 22, 2017.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	$1,901

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

The Transportation Director requests the court approval to hire two vacant Road Maintenance Specialists positions at the 50th percentile. Each candidate obtains a specific CDL license and has 17 plus years of experience in general road maintenance and operating heaving equipment. Their license and experience and understanding of roadway construction will greatly benefit the department.

The requested base salary for each position is $35,218 (annualized impact is $7,044/$8,448 with fringe) per position; with a total FY17 impact of $1,901. Salary savings due to attrition are available to fund this request.

Transportation Department
Road Supervisor
Salary Exception Request
Effective 8/22/17

RMS (Grade 108)		
Minimum	Maximum	Difference
28,174	42,262	14,088

Position	Slot	Budgeted Salary	Requested Percentile	Requested Salary	Diff	Fringe	Annualized Impact	FY17 Fiscal Impact	X 2 Positions
Rd Maint Sp	1075-002/003	28,174	50%	35,218	7,044	1,405	8,448	950	1,901

Salary savings analysis
as of 7/31/2017

Dept	Description	Amended Budget	Merit Pool*	Total Available	Actual to Date	Projected Salary to 9/30/17	Total Needed	Diff
Road	Dept Head	130,875	1,500	132,375	110,312	22,062.50	132,375	(1)
	Staff Salaries	3,243,821	80,869	3,324,690	2,351,087	554,115	2,905,202	(419,488)
	FICA	216,151	5,014	221,165	153,047	35,723	188,770	(32,395)
	Medicare	50,552	1,173	51,725	35,938	8,355	44,293	(7,432)
	Retirement	423,936	9,834	433,770	310,527	70,812	381,339	(52,431)

**Merit Pool funds are budgeted in a salary adjustment line item*

Salary Savings	(511,746)
Less Salary Exception 3/21/17 RMWSr	376
Less Salary Exception 6/20/17 RMW	2,048
Less Salary Exception 6/20/17 RdSpvsr	1,676
	(507,646)

Re-cap	
1,901	Requested Increase
(507,646)	Current Salary Savings
(505,745)	Remaining Savings

p:/aud_vickie/transportation/salary savings

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 execution of the Funding Agreement between Hays County and the Greater San Marcos Economic Development Council.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 15, 2017	$250,000 annually

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
CONLEY	CONLEY	INGALSBE

SUMMARY

Under the Funding Agreement the Greater San Marcos Economic Development Council will provide for:

1) Review and provide negotiation services for all incentive requests;
2) Assist the County in establishing, maintaining and implementing a County-wide Economic Development Policy and a County-wide Economic Incentive Program.
3) Provide marketing and advertising for business development in Greater San Marcos, which shall include both Hays and Caldwell Counties:
4) Develop and maintain a website that provides links to the County and all participating municipalities in Hays County, as well as providing a property search engine for listed properties in Greater San Marcos;
5) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
6) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
7) Provide support and assistance with economic development grants, or any other available funding sources;
8) Allow any municipality within Hays County to participate, by its own request, in general membership activities without requiring that municipality to pay membership fee(s).

FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE GREATER SAN MARCOS ECONOMIC DEVELOPMENT COUNCIL

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays ("County") and the Greater San Marcos Economic Development Council, also known as the Greater San Marcos Partnership or GSMP ("Contractor"). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. CONTRACTOR PERFORMANCE

In consideration of County's obligations contained herein, Contractor shall:

1) Review and provide negotiation services for all incentive requests;
2) Assist the County in establishing, maintaining and implementing a County-wide Economic Development Policy and a County-wide Economic Incentive Program.
3) Provide marketing and advertising for business development in Greater San Marcos, which shall include both Hays and Caldwell Counties:
4) Develop and maintain a website that provides links to the County and all participating municipalities in Hays County, as well as providing a property search engine for listed properties in Greater San Marcos;
5) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
6) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
7) Provide support and assistance with economic development grants, or any other available funding sources;
8) Allow any municipality within Hays County to participate, by its own request, in general membership activities without requiring that municipality to pay membership fee(s).

SECTION III. CONTRACT PERIOD

The initial period for performance of this contract shall commence October 1, 2017 and shall terminate September 30, 2020.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the annual lump sum payment of Two Hundred and Fifty Thousand Dollars ($250,000 USD) in current funds, paid within thirty (30) days of October 1st of each year during the term of this Agreement, unless the Hays County Commissioners Court does not appropriate funding to fulfill its obligations contained herein, in which case the Agreement shall remain unfunded until the Hays County Commissioners Court opts to appropriate funding.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which the public funds are expended. Contractor agrees to have an external audit performed and to provide the County with the external auditor's report within a reasonable time of Contractor's receipt of it, and no later than December 31st of any tax year, except by mutual agreement of the Parties.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office). This Section shall not be construed to prohibit the Parties from collaborating to address policy-related economic development issues with state and/or federal legislators, as may be needed from time to time.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County, no employee of the Contractor, no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor, as such, AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY IT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED BY THE CONTRACTOR UNDER THIS CONTRACT.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Employment

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that

employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.

2) The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.

C. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

Any and all oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.

B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reasons stated in this Section.

SECTION XVI. AUDIT

Owner shall, upon five (5) days' written notice to Contractor, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to the Contract. Unless otherwise requested by Contractor, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. Contractor shall ensure that any subcontract executed by Contractor in furtherance of this Contract includes an obligation by subcontractor to turn over, upon written request by Contractor, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Contract. County shall have the same right under this Section to inspect subcontractor materials as it does Contractor materials. This Section shall survive termination of this Contract, and shall remain in effect for five (5) years from the commencement of this Contract.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract to benefit the citizens or residents of Hays County.

SECTION XVIII. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the automatic renewal date of this contract. Should neither party exercise their right to terminate, this contract shall terminate September 30, 2020.

B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.

C. Amortization of Grant Monies (Liquidated Damages): If Contractor dissolves or otherwise refuses or fails to perform under this Agreement, then Contractor shall repay the County one-twelfth (1/12) of the monies received under this contract multiplied by the number of months Contractor's non-performance precedes September 30, 2011. The Parties agree that the calculation of actual damages resulting from Contractor's refusal or failure to perform would be impossible, and that such monies, as liquidated damages, represent a fair and reasonable estimate of the damages that would be suffered by the County under these circumstances.

Accepted and Agreed this the ____ day of August, 2017.

COUNTY	CONTRACTOR
_____	_____
Debbie Ingalsbe Commissioner, Precinct 1 On Behalf of Hays County, Texas	Adriana Cruz President – GSMEDC

ATTEST:

_____

Liz Gonzalez, Hays County Clerk

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 execution of a Memorandum of Understanding with the private property owners for Kyle Fire Department ESD#5 Station #3, Dripping Springs Ranch Park, Freeman Ranch and Wimberley Pump Station (owned by ESD#4 off Burnett Ranch Road in Wimberley) allowing Hays County infrastructure access to their property to install and maintain Fire Weather stations and fencing and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	$8,704

LINE ITEM NUMBER

001-656-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Smith	INGALSBE	N/A

SUMMARY

On March 28, 2017 the Commissioner's Court accepted a grant award for the equipment and installation of four Remote Automated Weather Stations (RAWS). The following agencies have agreed to house the RAWS equipment on their property; Kyle Fire Department ESD#5, Dripping Springs Ranch Park, Wimberley Pump station (owned by ESD#4 off Burnett Ranch Road in Wimberley) and Freeman Ranch. The MOU's allow for the County to access this equipment as needed. Additionally, the county will install fences on three of the properties (Freeman Ranch will be responsible for their fence installation). The fencing is needed to ensure safety and reliability of the RAW systems. The data collected at these sites will be utilized by local responders and the national weather service for predictions; therefore it is imperative that the equipment is secure. Three quotes were obtained as per County purchasing policy.

Attachment: Artic Fence, Inc. Quote

Potential Funding Source: County Wide Contingencies

ARCTIC FENCE INC.
2311 Rohde Road
Kyle, Texas 78640
1-512-398-9465

Estimate

Date	Estimate #
8/10/2017	2067

Name / Address
Hays County Emergency Management **712 S. Stagecoach Trail** **San Marcos, TX 78666**

Fax #	
1-512-398-9468	arcticfence@hotmail.com

P.O. No.	Rep	Terms	Project
		Due Upon Completion	Weather Sites

Description	Qty	Rate	Total
Kyle- Materials and instillation of 80 lf of 6' high commercial grade chainlink fence. Includes one 3' wide single gate.	1	2,668.00	2,668.00
Kimberly- Materials and instillation of 80 lf of 6' high commercial grade chainlink fence. Includes one 3' wide single gate.	1	3,018.00	3,018.00
Dripping Springs- Materials and instillation of 80 lf of 6' high commercial grade chainlink fence. Includes one 3' wide single gate.	1	3,018.00	3,018.00
Specs - all pipe is schedule 40. Terminals/gate posts are 3". Line posts are 2". Chain link is 9 gauge. All posts set in a min. of 30" unless in solid rock.			

Estimator:Keith S. Ingalls
Cell:512-217-7705

Subtotal	$8,704.00
Sales Tax (0.0%)	$0.00
Total	$8,704.00

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 approve selection of United Healthcare as the health and dental insurance provider for Hays County beginning January 1, 2018; and to authorize staff and counsel to negotiate a contract for those services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Insurance Committee has recently engaged in the RFP process for health and dental coverage for employees and their dependents. As a result of the analysis of the proposals received, the Insurance Committee requests approval to negotiate with United Healthcare for health and dental coverage to begin January 1, 2018. If selected, staff and counsel would negotiate the terms of a contract that would be brought back to Commissioners Court for consideration.

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 vote on a proposed budget and tax rate for Fiscal Year 2018 and schedule public hearings.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 22, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	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

10:00 a.m. - Budget Workshop regarding the FY 2018 Hays County Budget. Possible action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
WORKSHOP	August 22, 2017	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	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

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 Right of Way along proposed FM110 in Pct. 1. Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	August 22, 2017	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.

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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project King. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	August 22, 2017	

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

Summary to be provided in Executive Session.