



STATE OF TEXAS ?
 COUNTY OF HAYS ?

ON THIS THE 13th DAY OF NOVEMBER A.D., 2001, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

JAMES L. POWERS	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
H. S. "SUSIE" CARTER	COMMISSIONER, PCT. 2
WILLIAM "BILL" BURNETT	COMMISSIONER, PCT. 3
RUSS G. MOLENAAR	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	DEPUTY COUNTY CLERK

WHEN THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Powers called the meeting to order and gave the invocation. Commissioner Ingalsbe led the Court in the Pledge of Allegiance to the Flags.

PRESENTATION FROM THE BLOOD AND TISSUE CENTER OF CENTRAL TEXAS REGARDING UPCOMING BLOOD DRIVE IN SAN MARCOS, NOVEMBER 21, 2001

Leslie Searcey appeared representing the Blood & Tissue Center of Central Texas – they will be holding a blood drive from 9AM – 12 noon on November 21, 2001. She spoke of community spirit after the Sept. 11th event and the limited shelf life of blood. They are in need again for donations - they will also be holding a blood marrow drive along with a blood drive next year.

19890 APPROVE THE COMMISSIONERS' COURT MINUTES OF NOVEMBER 6, 2001

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve the Commissioners' Court Minutes of November 6, 2001 as presented by the County Clerk. All voting "Aye".

19891 APPROVE PAYMENT OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve payment of county invoices in the amount of \$349,862.05 as presented by the County Auditor. All voting "Aye".

Public Safety Svcs	\$ 94,938.17	Judicial Services	\$ 44.00	Fines	\$ 282.78
Lease Pmt	\$ 184.77	Auditor's Office	\$ 791.73	Treasurer's Office	\$ 303.63
Grants Admin Office	\$ 149.07	Juvenile Prob Office	\$ 1,718.80	Election Admin Office	\$ 161.33
Comm & Soc Svcs	\$ 875.00	Transfer Station	\$ 188.33	Building Maintenance	\$ 4,398.55
Environmental Health	\$ 1,590.28	Civic Center	\$ 487.66	Countywide Operating	\$ 6,680.67
Tax A/C Office	\$ 438.01	District Clerk's Ofc	\$ 842.11	Sheriff's Office	\$ 14,242.66
Jail Operations	\$ 2,350.75	County Judge's Ofc	\$ 12.83	Human Resources	\$ 1,056.45
Co Court at Law 1	\$ 477.59	District Attorneys Ofc	\$ 498.94	J.P. 1-1	\$ 98.09
J.P. 1-2	\$ 745.46	J.P. 2	\$ 147.04	J.P. 3	\$ 280.13
J.P. 4	\$ 204.00	DPS	\$ 622.24	Constable 1	\$ 349.28
Constable 2	\$ 240.93	Constable 3	\$ 1,384.71	Constable 4	\$ 233.64
District Court Oper	\$ 12,214.20	Co & JP Court Oper	\$ 6,049.46	Precinct 1	\$ 111.67
Precinct 2	\$ 48.25	Precinct 3	\$ 37.26	Precinct 4	\$ 50.00
Veterans Admin Ofc	\$ 670.06	Computers Svcs	\$ 1,302.95	DPS/L&W	\$ 88.89
Fire Marshal/EMC	\$ 1,098.14	TABC Office	\$ 182.96	Dist Court Reporters	\$ 200.60
TJPC CCAP Grant	\$ 13,927.00	Historical Commission	\$ 2,047.95	Ass Judge/Family Law	\$ 45.21
Spec Counsel Ofc	\$ 170.80	VOCA Grant	\$ 101.00	Auto Theft Task Force	\$ 86.83
Waste Task Frc Grant	\$ 52.50	911 Adrs Mtc. Grant	\$ 182.18	Heritage Visitor Center	\$ 16,433.65
General Fund Credit	<\$84.00>	R&B Operations	\$ 102,076.89	R&B Gen Fund Credit	<\$2,645.62>
Co Parks Fund	\$ 8,668.94	Rec Mng/Co Clerk	\$ 1,973.00	Health Svcs Grants	\$ 26.15
Law Library Fund	\$ 14.51	Courthouse Security	\$ 151.68	Family Health Svcs	\$ 481.95
Tobacco Settlement	\$ 46,608.77				

19892 APPROVE BUDGET AMENDMENT 02-05

Original budget amendment was changed by deleting amendment to the District Attorney's Budget in the amount of \$1,750 from the D.A.'s Drug Forfeiture Fund for additional cost for J.P. Prosecutor. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve Budget Amendment #02-05 as proposed by the County Auditor and amended. All voting "Aye".



AMENDMENT NO. <u>2002-05</u> FY 2002 BUDGET 11-13-01				
FUND NO. <u>01</u> FUND TITLE <u>GENERAL FUND</u>				
LINE ITEM - EXPENDITURES	APPROPRIATION	AMENDMENT		APPROPRIATION
	BEFORE	INCREASES	DECREASES	AS
	AMENDMENT			AMENDED
BUILDING MAINTENANCE (410):				
01-410-5231 Medical Supply	350	250		600
01-410-5241 Maintenance Supply	25,000		(250)	24,750
<i>Transfer for needed expense</i>				
DISTRICT CLERK (416):				
01-416-5021 Staff	250,196	6,929		257,125
01-416-5101 FICA/RET	50,874	1,154		52,028
01-416-5160 Insurance	45,126	981		46,107
		<u>9,064</u>		
COUNTYWIDE (414):				
01-414-5091 Salary Adjustment	135,568		<u>(9,064)</u>	126,504
<i>To budget approved personnel from December 1 – was scheduled April 1</i>				
SHERIFF (418):				
01-418-5021 Staff	3,139,244	85,322		3,224,566
01-418-5101 FICA/RET	571,806	14,121		585,927
JAIL (419):				
01-419-5021 Staff	3,605,361	3,539		3,608,900
01-419-5101 FICA/RET	636,090	586		636,676
DOJ/SRO GRANT (702):				
01-702-5021 Staff	141,666	2,753		144,419
01-702-5101 FICA/RET	22,620	456		23,076
DOJ/COPSHIRE 3RD (711):				
01-711-5021 Staff	214,963	10,752		225,715
01-711-5101 FICA/RET	35,995	1,779		37,774
AUTO THEFT TASK FORCE (714):				
01-714-5021 Staff	33,857	1,693		35,550
01-714-5101 FICA/RET	5,692	280		5,972
CJD/TRUANCY OFFICER (717):				
01-717-5021 Staff	31,630	615		32,245
01-717-5101 FICA/RET	5,267	102		5,369
CAPCO/WASTE TASK FORCE (726):				
01-726-5021 Staff	30,709	1,536		32,245
01-726-5101 FICA/RET	5,114	254		5,368
CONSTABLE, PCT. 1 (431):				
01-431-5021 Staff	87,766	2,248		90,014
01-431-5101 FICA/RET	20,402	372		20,774
CONSTABLE, PCT. 2 (432):				
01-432-5021 Staff	32,930	1,151		34,081
01-432-5101 FICA/RET	12,100	191		12,291
<i>Begins 1-1-02</i>				
CONSTABLE, PCT. 3 (433):				
01-433-5021 Staff	30,709	1,536		32,245
01-433-5101 FICA/RET	11,536	254		11,790
CONSTABLE, PCT. 4 (434):				
01-434-5021 Staff	45,556	1,536		47,092
01-434-5101 FICA/RET	14,088	254		14,342
CONSTABLE, PCT. 5 (435):				
01-435-5021 Staff	30,709	1,536		32,245
01-435-5101 FICA/RET	11,751	254		12,005
FIRE MARSHAL (472):				
01-472-5021 Staff	40,904	1,536		42,440
01-472-5101 FICA/RET	14,228	254		14,482
COUNTYWIDE OPERATIONS (414):				
01-414-5340 Worker Comp/Insurance	650,000	2,836		652,836
01-414-5091 Salary Adjustment	273,314		<u>(137,746)</u>	135,568
		<u>137,746</u>	<u>(137,746)</u>	
<i>Budget approved Law Enf Grade adjustments, Fringe and Worker Comp Insurance</i>				
TJPC/JUVENILE SALARY ADJUSTING GRANT (734):				
01-734-5021 Staff	-0-	20,172		20,172
01-734-5101 FICA/RET	-0-	3,338		3,338
REVENUE:				
01-384-2734 Juvenile Salary Adjustment Grants	-0-		23,510	23,510
<i>Budget new Grant</i>				
SHERIFF (418):				
01-418-5717 Law Enf Equipment	24,450		(2,822)	21,628
COUNTYWIDE OPERATIONS (414):				
01-414-5944 Perm Tfr to Equipment & Technology	-0-	2,822		2,822
<i>Rebudget approved county match for grant</i>				



					AMENDMENT NO. <u>2002-05</u> FY 2002 BUDGET 11-13-01
FUND NO. <u>44</u>					
FUND TITLE <u>DOJ/EQUIPMENT & TECHNOLOGY FUND</u>					
	APPROPRIATION BEFORE	<u>AMENDMENT</u>		APPROPRIATION AS	
<u>LINE ITEM - EXPENDITURES</u>	<u>AMENDMENT</u>	<u>INCREASES</u>	<u>DECREASES</u>	<u>AMENDED</u>	
DOJ/EQUIPMENT & TECHNOLOGY 2002 GRANT (721):					
44-721-5717 Law Enf Equipment	-0-	28,223		28,223	
REVENUE:					
		DECREASE:	INCREASE:		
44-381-2721 DOJ/Equip & Technology Grant	-0-		25,401	25,401	
44-392-0001 Perm Tfr from General Fund	-0-		2,822	2,822	
<i>Budget new Grant and County match</i>					
FUND NO. <u>47</u>					
FUND TITLE <u>TOBACCO SETTLEMENT FUND</u>					
	APPROPRIATION BEFORE	<u>AMENDMENT</u>		APPROPRIATION AS	
<u>LINE ITEM - EXPENDITURES</u>	<u>AMENDMENT</u>	<u>INCREASES</u>	<u>DECREASES</u>	<u>AMENDED</u>	
HEALTH CLINIC/SAN MARCOS (607):					
47-607-5621 Engineering	-0-	11,030		11,030	
47-607-5611 Construction	700,000		(11,030)	688,970	
<i>Rebudget for Engineering costs</i>					

19893 APPROVE PROPOSED HOLIDAY SCHEDULE FOR 2002

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve the proposed Holiday schedule for 2002. All voting "Aye".

HAYS COUNTY HOLIDAYS FOR 2002			

NEW YEARS DAY.....	JAN	1	TUE
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	21	MON
PRESIDENT'S DAY.....	FEB	18	MON
TEXAS INDEPENDENCE DAY.....	MAR	1	FRI
GOOD FRIDAY.....	MAR	29	FRI
MEMORIAL DAY.....	MAY	27	MON
INDEPENDENCE DAY.....	JUL	4	THU
LABOR DAY.....	SEP	2	MON
COLUMBUS DAY.....	OCT	14	MON
VETERAN'S DAY.....	NOV	11	MON
THANKSGIVING.....	NOV	28	THU
	NOV	29	FRI
CHRISTMAS.....	DEC	24	TUE
	DEC	25	WED

19894 APPROVE RENEWAL APPLICATION WITH TEXAS ASSOCIATION OF COUNTIES FOR PUBLIC OFFICIALS PROFESSIONAL LIABILITY, GENERAL LIABILITY, AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE INSURANCE COVERAGE FOR HAYS COUNTY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve renewal application with Texas Association of Counties for Public Officials Professional Liability, General Liability, Automobile Liability, and Automobile Physical Damage Insurance Coverage for Hays County. All voting "Aye".



19895 AUTHORIZE HIRING OF AN ASSISTANT DISTRICT ATTORNEY AT GRADE 33 STEP 4 DUE TO PREVIOUS PROSECUTORIAL EXPERIENCE

This item was originally included in Budget Amendment No. 02-05 to be paid from the District Attorney's Drug Forfeiture Fund. Allen Walther suggested handling this out of the salary line item and amend the budget at a later date if there is a shortfall in the District Attorney's budget. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to authorize hiring of an Assistant District Attorney at Grade 33 Step 4 due to previous prosecutorial experience. All voting "Aye".

19896 APPROVE SPECIFICATIONS FOR "USED SINGLE AXLE DIESEL CAB & CHASSIS FOR THE ROAD DEPARTMENT AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve specifications for "Used Single Axle Diesel Cab & Chassis" [Bid#2002-B04] for the Road Department and authorize Purchasing to solicit for bid and advertise. All voting "Aye".

19897 APPROVE TRANSFER OF VEHICLES BETWEEN THE SHERIFF'S OFFICE, FIRE MARSHALL AND DISTRICT ATTORNEY'S OFFICE

Request is to transfer vehicles between various departments as follows:

FROM	TO	CO TAG#	DESCRIPTION
Sheriff's Office	Fire Marshal	10955	1997 Ford Crown Victoria – VIN#2FALP71W5VX128477
Fire Marshal	Sheriff's Office	9335	1993 Ford Crown Victoria – VIN#2FACP71W8PX141145
District Attorneys Ofc	Sheriff's Office	10138	1991 Ford Crown Victoria – VIN#2FACP72G4MX10134
Sheriff's Office	District Attorneys Ofc	10415	1995 Ford Crown Victoria – VIN#2FALP71W9SX185583

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to approve transfer of vehicles between the Sheriff's Office, Fire Marshal, and District Attorney's office as requested. All voting "Aye".

19898 AUTHORIZE PURCHASE OF CRACK-SEALING APPLICATOR FOR HAYS COUNTY ROAD DEPARTMENT AT THE COST OF \$1400.00

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Burnett to authorize purchase of crack-sealing applicator for Hays County Road Department at the cost of \$1,400.00. All voting "Aye".

Clerk's Note: Agenda Items #6 regarding Changes to the Hays County Personnel Policy Manual and #7 regarding 2001 Equal Employment Opportunity Plan were Pulled. No discussion and no action taken. Agenda Item# 13 regarding Cottonwood Hollow Section 2 subdivision was also pulled.

19899 GREEN OAKS FARMS [PCT. 2 #01-2-082] * APPROVE FINAL PLAT [T1-139]

Environmental Health Director Allen Walther gave staff recommendation for approval of final plat. A motion was made by Commissioner Carter, seconded by Commissioner Ingalsbe to approve final plat of "Green Oaks Farms" subdivision. All voting "Aye".

19900 HOMESTEAD AT GATLIN CREEK REPLAT OF LOTS 1-4 [PCT.4 #01-4-090] * APPROVE PRELIMINARY PLAT [T1-152]

Environmental Health Director Allen Walther advised that all 8 lots in this subdivision are restricted to rainwater collection - individual water wells are prohibited (plat note #12). He gave staff recommendation for preliminary plat approval. Commissioner Burnett spoke of rainwater collection items being exempt from sales tax per new legislation. A motion was made by Commissioner Molenaar, seconded by Commissioner Burnett to approve preliminary plat approval for "Homestead at Gatlin Creek Replat of Lots 1-4". All voting "Aye". [Creates Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, & 4-B]

19901 RIVER MOUNTAIN RANCH SECTION 6 PHASE 2 [PCT. 4 #00-4-102] * APPROVE PRELIMINARY PLAT [T1-195]

Environmental Health Director Allen Walther gave staff recommendation for preliminary plat approval. A motion was made by Commissioner Molenaar, seconded by Commissioner Burnett to approve preliminary plat of "River Mountain Ranch Section 6 Phase 2. All voting "Aye".



19902 ACORN ACRES [PCT. 4 #00-4-097] * APPROVE PRELIMINARY PLAT [T1-202]

Environmental Health Director Allen Walther spoke of access to this 8 lot subdivision will be from an existing private road (Boulder Bluff) which will be extended and the property owners will participate in maintenance of that roadway. This is a resubdivision of Lot 43 Rocky Ranch Acres II (an unrecorded subd). He gave staff commendation for preliminary plat approval. A motion was made by Commissioner Molenaar, seconded by Commissioner Ingalsbe to approve preliminary plat of "Acorn Acres". All voting "Aye".

19903 APPROVE AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF MOUNTAIN CITY, TEXAS TO ENABLE THE HAYS COUNTY SHERIFF'S DEPARTMENT TO ENFORCE TRAFFIC REGULATIONS WITHIN THE CITY LIMITS OF MOUNTAIN CITY [T1-238]

Sheriff Don Montague spoke of enforcing traffic codes within an incorporated city limits – cases will be filed in the respective JP court. He spoke of not going over and above their usual duties. A motion was made by Commissioner Carter, Seconded by Commissioner Burnett to approve an Interlocal Cooperative Agreement between Hays County and the City of Mountain City, Texas to enable the Hays County Sheriff's Department to enforce Traffic Regulations within the city limits of Mountain City. All voting "Aye".

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS §
 COUNTY OF HAYS §

This interlocal Cooperative Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperative Act, Chapter 791, Texas Government Code, by and between the **County of Hays, Texas** (the "County"), the **City of Mountain City, Texas** (the "City"), and **Sheriff Don Montague** (the "Sheriff"). The County, the City, and the Sheriff are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City desires assistance from the Sheriff in the area of traffic regulation in order to enhance public safety for its citizens;

WHEREAS, the City currently does not have the resources to employ public safety officers;

WHEREAS, the Sheriff has the legal authority to enforce traffic regulations within the corporate limits of the City; and

WHEREAS, the County, the Sheriff and the City desire to enter into this Agreement authorizing the Sheriff to provide the enforcement of traffic regulations within the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Sheriff's Rights and Duties. The Sheriff hereby agrees to provide traffic related law-enforcement services within the City limits. The parties hereby acknowledge that the Sheriff's Office has limited resources and equipment with which to regulate traffic laws in the City. The Sheriff agrees to patrol, investigate, file complaints, assist in prosecution, and do all things normally and customarily done in their normal traffic regulated law enforcement work. Traffic citations issued by the Sheriff shall be filed and adjudicated in the Precinct 2 Justice of the Peace Court and any fines collected shall be deposited with the County.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE SHERIFF IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE SHERIFF, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORT OF HIS OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. City's Rights and Duties. The City hereby designates the Sheriff and his deputies as traffic officers and agents of the City when enforcing traffic regulations within the City limits. The City agrees to allow the County to retain any fees collected by the Justice Court. The City further agrees to cooperate and lend such assistance of equipment and personnel to the Sheriff's employees as may be reasonably required from time to time to carry out the purposes of this Agreement.

Article 3. Administration. The Sheriff will be responsible for administering this Agreement and providing supervisory control and command over all law enforcement officers, dispatchers, and other personnel performing services pursuant to this Agreement. The contract person and representative for the County is the Sheriff, or his designee, and the contact person and representative for the City is the Mayor.



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Article 4. Term of Agreement and Renewal. This Agreement shall become effective upon the approval of the Hays County Commissioners' Court and the Mountain City Council as evidenced by the signatures below and shall become effective the date of the last signature as set forth below. This Agreement may be terminated, with or without cause, by either party hereto by giving thirty (30) days written notice of termination to the other party. This Agreement may be renewed annually and, absent notice otherwise by any other party, shall automatically be renewed each year. However, each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability. The relationship of the County, the City and the Sheriff is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City, and the City shall be responsible, as between the County, the City and the Sheriff, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the City. The City will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the City, the County, the Sheriff and their respective agents, officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by the City, its agents, officers and employees.

Article 6. Miscellaneous. The County and the Sheriff shall have exclusive control, supervision and policy-making authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to either the City, the County or the Sheriff, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Sheriff waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 7. Notice. Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County	City of Woodcreek	Hays County Sheriff
County Judge	Mayor	Sheriff
111 E. San Antonio	17 Wildwood Circle	1307 Uhland
San Marcos, TX 78666	Woodcreek, TX 78676	San Marcos, TX 78666

IN WITNESS WHEREOF, the Parties hereby execute in duplicate and attest this Agreement to be in full force and effect of the date of the last signature as set forth below

19905 CANCEL COMMISSIONERS COURT MEETINGS ON NOVEMBER 27, 2001, DECEMBER 25, 2001 AND JANUARY 1, 2002

A motion was made by Commissioner Molenaar, seconded by Commissioner Carter to cancel Commissioners' Court meetings scheduled for November 27, 2001, December 25, 2001 and January 1, 2002. All voting "Aye".



19906 CALL FOR A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS (SPEED LIMIT) ON CERRO VISTA DRIVE [T1-400]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Carter to call for a public hearing on December 4, 2001 to establish traffic regulations (speed limit) on Cerro Vista Drive. All voting "Aye".

19907 CALL FOR A PUBLIC HEARING ON DECEMBER 4, 2001 TO LOWER THE SPEED LIMIT FROM 45 MPH TO 30 MPH ON CR 101 BETWEEN BONHAM RANCH ROAD AND SILVER CREEK RANCH ROAD [T1-405]

A motion was made by Commissioner Molenaar, Seconded by Commissioner Carter to call for a public hearing on December 4, 2001 to lower the speed from 45MPH to 30MPH on County Road #101 between Bonham Ranch Road and Silver Creek Ranch Road. All voting "Aye".

19908 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT PROVIDING FOR THE PARTICIPATION OF THE HAYS COUNTY DISTRICT CLERK'S OFFICE IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL ("TEXPOOL") [T1-419]

District Clerk Cecelia Adair stated that this is to ratify an existing contract – she already has money invested in TexPool (individual trust funds). A motion was made by Commissioner Molenaar, seconded by Commissioner Carter to authorize the County Judge to execute an agreement providing for the participation of the Hays County District Clerk's Office in the Texas Local Government Investment Pool ("TexPool"). All voting "Aye". [See Agreement in file]

19909 MOUNTAIN VIEW ESTATES [PCT. 3 #01-3-112] * DENIED REQUEST FOR EXTENSION OF PRELIMINARY PLAT APPROVAL [T1-460]

The developer is requesting an extension of the preliminary plat approval for a period of 120 days. This request is so that the roads can be completed before final approval and recordation. Commissioner Burnett spoke of trying to work out an agreement with the developer (this item was pulled last week) without success, therefore, he cannot support this request. Environmental Health Director Allen Walther spoke of rules requiring application to expire after one year – there are some outstanding issues that are not being resolved (completion of roads) and staff does not support an extension. Developer can make a reapplication. A motion was made by Commissioner Burnett, seconded by Commissioner Molenaar To deny request for extension of preliminary plat approval. All voting "Aye".

19910 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONVEYANCE OF 0.36 ACRE EASEMENT TO THE CITY OF SAN MARCOS IN SUPPORT OF THE COTTONWOOD CREEK WASTEWATER PROJECT [T1-510]

Environmental Health Director Allen Walther spoke of a temporary easement that was executed some time ago in conjunction with the engineering and surveying that was necessary to get to the point we are at right now. They are doing improvements on the sewer line that serves the Hays county Civic Center – this will grant a permanent easement and he gave staff recommendation for approval. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Carter to authorize the County Judge to execute a conveyance of 0.36 acre in the J. M. Veramendi League No. 1 to the City of San Marcos in support of the Cottonwood Creek Wastewater Project. All voting "Aye".

19911 ADOPT RESOLUTION REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION ADVANCE PRIORITY STATUS OF STATE ROADS IN HAYS COUNTY [T1-531]

Commissioner Molenaar spoke of challenging other entities to move forward with these projects – the county has limited funds and this resolution will request TxDot to advance or confirm priority one status to SH290, RR12, FM1826, FM1626, SH21, San Marcos Loop 110, Wimberley Loop, FM150 & FM967. A motion was made by Commissioner Molenaar, seconded by Commissioner Burnett to adopt a Resolution requesting the Texas Department of Transportation advance priority status of State roads in Hays County. All voting "Aye".

**A RESOLUTION OF HAYS COUNTY COMMISSIONERS COURT
REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION
ADVANCE PRIORITY STATUS OF STATE ROADS IN HAYS COUNTY**

WHEREAS, Hays County citizens overwhelmingly voted to authorize County Bond Money to be used to help fund improvements to our State Roads Infrastructure; and

WHEREAS, Hays County's population has increased almost 50% in the last decade, and current trends indicate that growth rate will continue; and



WHEREAS, increasing traffic congestion and outdated design continue to result in weekly accidents with unnecessary loss of life and property damage; and

WHEREAS, these problems plague all areas of the county and can only be addressed through a comprehensive review of all the State Road system;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Hays County requests that the Texas Department of Transportation advance or confirm priority One Status to the following roads and expedite improvements: HWY 290, RR 12, FM 1826, FM 1626, HWY 21, FM 967, FM 150, The Wimberley Loop, and the San Marcos Loop (110).

ADOPTED THIS THE 13TH DAY OF NOVEMBER, 2001.

Court was adjourned.

MINUTES APPROVED IN OPEN COURT ON THE 20TH DAY OF NOVEMBER, 2001

JAMES L. POWERS, COUNTY JUDGE
H A Y S COUNTY, TEXAS

LEE CARLISLE, COUNTY CLERK
H A Y S COUNTY, TEXAS

