

**Commissioners Court -June 16, 2009  
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 **16<sup>TH</sup> day of June, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

1	1	Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for May 2009. <b>SUMTER/WEAVER</b>
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**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

2	2	Approve payments of county invoices. <b>HERZOG</b>
3	3-7	Authorize the County Judge to enter into a contract with Milliman, Inc, to provide actuarial equivalence testing for the Retiree Drug Subsidy. <b>SUMTER/BAEN</b>
4	8-9	Approve award of Bid #2009-B12 "Electrical Services Countywide" to Chivas Electric. <b>SUMTER/HERZOG/MAIORKA/KNOTT</b>
5	10-11	Approve Institutional OSSF Permit for Alamo Concrete Products, LTD, located at 3500 Yarrington Road, San Marcos, Precinct 1. <b>INGALSBE/PRATT</b>
6	12-21	Ratify the County Judge grant submittal request to the Burdine Johnson Foundation for funding for the Hays County Historical Commission to produce a documentary on John C. Hays and accept the \$20,000.00 grant funding. <b>SUMTER/JOHNSON/HAUFF</b>
7	22-23	Approve award of Bid #2009-B14 "Bottled Water for Hays County Offices" to Hill Country Springs. <b>SUMTER/HERZOG/MAIORKA/KNOTT</b>
8	24-30	Accept the annual report from Hays County ESD #4. <b>CONLEY/SPANGENBERG</b>
9	31-32	Approve Commercial OSSF Permit to Janet Zeravica for a 4-Space RV Park located at 312 Harmon Hills Cove (Harmon Hills lot H-30) in Dripping Springs, in Precinct 4. <b>FORD/POPE</b>
10	33-36	Approve Utility Permit. <b>SUMTER</b>
11	37-40	Approve out of state travel for Jeff Turner, EMC to attend 2009 National Conference, Certification in Homeland Security to be held in Las Vegas, Nevada; October 14 – 16, 2009. <b>SUMTER/TURNER</b>

**ACTION ITEMS**

**ROADS**

12	41-42	Hold a public hearing to establish traffic regulations in Hunters Glen subdivision. <b>FORD/BORCHERDING</b>
13	43-47	Discussion and possible action to consider the acceptance of road construction and drainage improvements, and acceptance of the maintenance bond for two years for Martinez Addition subdivision. <b>BARTON/BORCHERDING</b>
14	48-49	Discussion and possible action regarding naming of a private easement off of Hwy 21 as Soul Harvest Pass. <b>INGALSBE</b>
15	50	Call for a Public Hearing to establish traffic regulations (speed limit) on Old Bastrop Hwy from El Camino Way to the Hays County Line. <b>INGALSBE/BORCHERDING</b>

**SUBDIVISIONS**

16	51-56	09-04-07 Henly Loop Subdivision, Section 2. Discussion and possible action to consider approval of Final Plat. <b>FORD/GARZA</b>
17	57-58	08-04-70 Lonesome Sage Subdivision. Discussion and possible action to consider approval of Preliminary Plan. <b>FORD/GARZA</b>
18	59-61	09-04-06 Henly Loop Subdivision, Section 1. Discussion and possible action to consider approval of Final Plat. <b>FORD/GARZA</b>
19	62-64	08-04-69 Replat of Lots 12 and 13, Bear Creek Estates. Discussion and possible action to consider approval of Preliminary Plan and call for Public Hearing on July 14, 2009. <b>FORD/GARZA</b>
20	65-67	07-4-53 Blackstone Vineyard Subdivision. Discussion and possible action to consider approval of Preliminary Plan. <b>FORD/GARZA</b>
21	68-13	Discussion and possible action to allow conveyance of a portion of a 5.7 acre tract of land located in precinct 3 without preparing a subdivision plat, pursuant to section 232.0015(j) of the Texas Local Government Code. <b>CONLEY/GARZA</b>

**MISCELLANEOUS**

22	74-75	Discussion and possible action to approve specifications and funding for RFP Automated Tax Collection System for the Tax Office and authorize purchasing to solicit for proposal and advertise. <b>SUMTER/CARAWAY</b>
23	76-78	Discussion and possible action to approve award of RFP #2009-P08 "Scanning & Indexing/Tax Office" to ArcaSearch for \$82,982.00 and amend the budget accordingly. <b>SUMTER/HERZOG/MAIORKA/CARAWAY</b>
24	79-84	Discussion and possible action to authorize the County Judge to award and execute the construction contract for the Cedar Oaks Mesa Water System Improvement project to Du-Mor Enterprises, Inc. <b>CONLEY/HAUFF/MAIORKA</b>
25	85-87	Discussion and possible action to approve the purchase of computer equipment for the new accounting software and amend the budget if necessary. <b>SUMTER/HERZOG</b>
26	88-95	Discussion and possible action to amend the County's policy regarding the tracking of County assets with a cost equal to or greater than \$300. <b>SUMTER/HERZOG</b>
27	96-104	Discussion and possible action to amend the budget to reflect the various road projects that will be funded by future debt issues. <b>SUMTER/HERZOG</b>
28	105-111	Consideration and approval of a resolution relating to establishing Hays County, Texas' intention to reimburse itself for the prior lawful expenditure of funds in furtherance of completing certain priority road projects from the proceeds of tax-exempt obligations to be issued by the issuer for authorized purposes; authorizing the other matters incident and related thereto; and providing an effective date. <b>SUMTER /HERZOG</b>
29	112-117	Consideration and approval of a resolution relating to establishing Hays County, Texas' intention to reimburse itself for the prior lawful expenditure of funds in furtherance of acquiring, constructing, equipping, and improving public facilities from the proceeds of tax-exempt obligations to be issued by the issuer for authorized purposes; authorizing the other matters incident and related thereto; and providing an effective date. <b>SUMTER /HERZOG</b>
30	118-130	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Cedar Valley Investments, L.L.C., for the realignment of Oak Branch Drive in Precinct 4. <b>FORD</b>
31	131	Discussion and possible action regarding approval of invoices for engineering fees associated with design and construction phase services performed by Byrn Engineering for the current McCarty Lane re-construction project. <b>INGALSBE</b>
32	132	Discussion and possible action to adopt a resolution regarding the authorization of Commissioners acting in their capacity as Ex-Officio Road Commissioners related to the design and construction of Pass Through Toll Agreement and Priority Road Projects. <b>CONLEY</b>
33	133-134	Discussion and possible action to amend the budget for funding of the GED Building at the Hays County Juvenile Center and awarding construction of building to ILCOR Buildings, Commercial and Residential Contractors. <b>SUMTER/HERZOG/COOPER</b>
34	135-147	Discussion and possible action to authorize County Judge to sign contract with Rogers Design Services for Mt. Gainor Road improvements and to authorize Commissioner Ford to approve work authorizations as project proceeds for a total not to exceed \$50,000. <b>FORD</b>
35	148	Discussion and possible action regarding timeline, scope, and contract amendments for a comprehensive analysis of jail needs and criminal justice system procedures with Broadus

**WORKSHOP**

36	149	1pm HDR Engineering presentation of process and status of the Water and Wastewater Regional Facility Planning Study. <b>SUMTER/HAUFF</b>
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**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.

37	150	Executive Session pursuant to 551.071 of the Texas Government Code, regarding THK, L.L.C vs. Hays County and pending litigation related thereto. <b>SUMTER</b>
38	151	Executive Session pursuant to the Texas Government Code 551.074 to discuss personnel matters involving evaluation for the department manager in the Resource Protection, Transportation and Planning Department. Possible action may follow. <b>BARTON</b>

**ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 12<sup>TH</sup> day of June, 2009.

**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**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

**Phone (512) 393-2205**

**AGENDA ITEM: Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for May 2009**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Mike Weaver**

**SPONSORED BY: SUMTER**

**SUMMARY:**

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve payment of county invoices.**

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

**PREFERRED MEETING DATE REQUESTED: 6/16/09**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog**



**SUMMARY:**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: AUTHORIZE THE COUNTY JUDGE TO ENTER INTO A CONTRACT WITH MILLIMAN, INC. TO PROVIDE ACTUARIAL EQUIVALENCE TESTING FOR THE RETIREE DRUG SUBSIDY (RDS)**

Milliman Inc. will determine whether the Hays County retiree pharmacy plan provides creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Service.

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

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

**PREFERRED MEETING DATE REQUESTED: Tuesday, June 16, 2009**

**AMOUNT REQUIRED: \$2100**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY: Sumter**

**SUMMARY: See attached.**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** AUTHORIZE THE COUNTY JUDGE TO ENTER INTO A CONTRACT WITH MILLIMAN, INC. TO PROVIDE ACTUARIAL EQUIVALENCE TESTING FOR THE RETIREE DRUG SUBSIDY (RDS)

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$2100 01-414-5443

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_ Yes \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_ Yes \_\_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_





**Engagement Contract –  
Actuarial Equivalence Testing for the Retiree Drug Subsidy**

This Agreement is entered into between Milliman, Inc. ("Milliman") and The County of Hays ("Company") as of the date below. Company has engaged Milliman to determine whether Company'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). In consideration for Milliman agreeing to perform these services, Company agrees as follows.

- 1. SERVICES.** Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook located at "rdsctuary.com" is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:
  - A.** Milliman will determine whether Company's plan(s) provide "creditable coverage" as defined by CMS.
  - B.** For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
  - C.** If Company's plan(s) pass the actuarial equivalence test; Milliman will complete the "Actuarial Attestation" section of the online RDS application for the plan year ending in 2010.
  - D.** If Company's plan(s) fail the actuarial equivalence test, Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman's suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
  - E.** Milliman will issue a formal report presenting Milliman's findings, a description of the analyses and the data upon which Milliman relied in performing this work.
- 2. LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman, its officers, directors, agents and employees, shall not be liable to Company, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of three (3) times the professional fees paid to Milliman with respect to the work in question. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.
- 3. DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall

have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

- 4. CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
- 5. NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
- 6. CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.
- 7. DATA RELIANCE.** Company will upload data to Milliman's Website [www.rdsactuary.com](http://www.rdsactuary.com), as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

- 8. AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.

Milliman

01/08

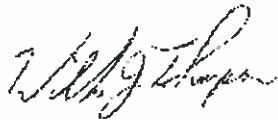
- 9. FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

Professional fees for services are listed below. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

The fee for plan year ending in 2010 is \$2,100.00.

**MILLIMAN, INC.**

By:



Name: William J. Thompson

Title: Principal & Consulting Actuary

Date: May 22, 2009

**COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve award of Bid #2009-B12 "Electrical Services Countywide" to Chivas Electric.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Knott**

**SPONSORED BY:**

**SUMMARY: (see attached tabulation) Purchasing received five (5) bids with Chivas Electric having the lowest and best bid.**

Master Electrician	Ted Breihan	Ellison Electric	Grumbles Electric	BJ Electric	Chivas Electric
Reg Hrs	\$ 85.00	\$ 75.00	\$ 120.00	\$ 70.00	\$ 61.00
After Hrs	\$ 120.00	\$ 80.00	\$ 180.00	\$ 110.00	\$ 82.00
Wkends	\$ 120.00	\$ 80.00	\$ 180.00	\$ 110.00	\$ 91.00
Holidays	\$ 120.00	\$ 80.00	\$ 180.00	\$ 100.00	\$ 91.00
Journeyman Electrician					
Reg Hrs	\$ 67.00	\$ 60.00	\$ 95.00	\$ 68.00	\$ 47.00
After Hrs	\$ 95.00	\$ 65.00	\$ 142.50	\$ 85.00	\$ 60.00
Wkends	\$ 95.00	\$ 65.00	\$ 142.50	\$ 85.00	\$ 75.00
Holidays	\$ 95.00	\$ 65.00	\$ 142.50	\$ 95.00	\$ 75.00
Electrician Helper					
Reg Hrs	\$ 18.00	\$ 25.00	\$ 30.00	\$ 34.00	\$ 27.00
After Hrs	\$ 25.00	\$ 30.00	\$ 45.00	\$ 46.00	\$ 35.00
Wkends	\$ 25.00	\$ 30.00	\$ 45.00	\$ 54.00	\$ 50.00
Holidays	\$ 25.00	\$ 30.00	\$ 45.00	\$ 54.00	\$ 50.00

\*\* Ted Breihan- (Parts)mark-up % from cost;\$0-\$1000 add 20%; \$1001-\$10,000 add 15%; over \$10,000 add 10%; same for heavy equipment

\*\* Ellison Electric- (Parts) mark-up % from cost : 20%; no cost on heavy equipment

\*\* Grumbles Electric-(Parts) mark-up% from cost: 15%; heavy equipment rental 10%

\*\* BJ Electric- (Parts) mark-up % from cost : 14%; no cost on heavy equipment

\*\* Chivas Electric- (Parts) mark-up % from cost : 10%; no cost on heavy equipment

*Subdivision/Road/Staff Review Agenda Item Request Form*

## Hays County Commissioners' Court

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

**Action to Authorize Institutional OSSF Permit for Alamo Concrete Products, LTD, located at 3500 Yarrington Road, San Marcos, TX 78666, in Precinct 1.**

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** NA

**LINE ITEM NUMBER OF FUNDS REQUIRED:** NA

**REQUESTED BY:** Bob Pratt, R.S., Resource Protection, Transportation & Planning.

**SPONSORED BY:** Commissioner Ingalsbe, Precinct 1

**SUMMARY:** Mark A. Ince is proposing an OSSF to serve the employee restrooms for Alamo Concrete Products, Inc. at 3500 Yarrington Rd. in Precinct 1. The property is 36.14 acres.

It is an aerobic surface application system designed by Mark A. Ince, P.E. and Jeffrey Supplee, R.S. The On Site Sewage Facility is designed for a maximum wastewater flow of 32 gpd. The water is supplied by Maxwell WSC.

### STAFF REVIEW/COMMENTS

**Resource Protection, Transportation & Planning Director:** Recommend approval.

**ROAD DIRECTOR:** NA

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



# SITE PROFILE

Permit #: 2009-117

Page 1  
6/1/2009

**TYPE OF PERMIT:** ☒ OSSF permit ☒ Development permit

**PROPERTY ADDRESS:** 3994 MT SHARP ROAD, WIMBERLEY TX 78676

**NAME OF OWNER:** DARREN & MISTY TOOMEY

**MAILING ADDRESS:** 1818 FLITE ACRES ROAD WIMBERLEY TX 78676

**Work Phone:** (830) 214-3022

**Cell:**

**Home Phone:** (512) 847-2473

**Fax:**

**Septic Type:** Residential +

**Reason:**

1768 Sq Ft

2 Homes

**Household:** 0

**Purchased:** 4/8/2009

**Revision:**

**License Date:**

**Bathrooms:** 0

**Plans:** 3/23/2009

**Final Inspection:**

**Printed:**

**Kitchens:** 0

**Authorization:** 5/11/2009

**Approved By:** PRATT, ROBERT W

**Field:** 5652

**Installed:**

**Other Information:** ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☐ Public Water ☒ Well

☒ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

**WaterSupply Company:**

**Record Set:**

**Volume:** 3429

**Page:** 222

**HAYS COUNTY**

**Lot/Tract:**

**Block:**

**Lot size:** 13.28

**Precinct/Zone:**

**Abstract Number:** 0

**Affidavit File Date:** 4/8/2009

**Survey:**

**Grid/Section:**

**Subdivision:**

**Reference:**

**Evaluator's Information:**

**Site Evaluator:** BURRIER, STAN

**Type of soil:** 4

**Soil Date:** 3/23/2009

**300 GPD**

## System Information:

**Manufacturer:** ECOLOGICAL TANKS, INC.

**Distributor:**

**Designer:** BURRIER, STAN

**Installer:** IRICK, TREY

**Treatment Type:** Aerobic

**Disinfectant:** Tablet Chlorine

**Flood Plain Information:**

**Disposal:** Surface Application

**Flood Plain Status:**

**Flood Plain Date:**

**System:** AquaSafe

**Aerator:**

**Discharge:**

**Flood Plain Certificate:**

**Flood Plain Complete:**

**Expiration Date:**

## Service and Maintenance Information

☒ Routine Maintenance

☐ Active Service

☐ Electronic Monitoring

**Service Provider:**

**Date Maintenance Contract Started:**

**Insp./year:** 3

**Date Maintenance Contract Expires:**

**Location of System:**

**GPS Latitude:** N

**GPS Longitude:** W

**Map Code:**

**Legal Description:**

13.28 AC ABS 558 P MAYES SURVEY

## *Agenda Item Request Form*

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

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

**AGENDA ITEM: Authorize the County Judge to submit a grant request to the Burdine Johnson Foundation for funding for the Hays County Historical Commission to produce a documentary on John C. Hays.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Kate Johnson/Jeff Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**The Hays County Historical Commission is soliciting funding for the production of a documentary on the life of John C. "Jack" Hays, the person after which Hays County is named (see attached letter request and proposal).**

OFFICE OF THE HAYS COUNTY JUDGE



ELIZABETH "LIZ" SUMTER

111 E. San Antonio St., Suite 300 • San Marcos, Texas 78666  
Tel: 512-393-2209 • Fax: 512/393-2282 • E-mail: [lizsumter@co.hays.tx.us](mailto:lizsumter@co.hays.tx.us)

William T. Johnson  
The Burdine Johnson Foundation  
PO Box 1230  
Buda, Texas 78610

Dear Mr. Johnson,

Hays County is requesting support from the Burdine Johnson Foundation for the production of a documentary film about Colonel John C. "Jack" Hays, the namesake of Hays County. "Captain Jack" was a colorful figure in Texas history, serving as a surveyor for the Republic of Texas, a Texas Ranger, and a prominent fighter in the Mexican American War. After the war, he followed the gold rush to California in 1849, where he was elected Sheriff of San Francisco County and later was appointed U.S. Surveyor General of California. He was one of the founders of Oakland and was buried in this City upon his death in April 1883 at the age of 66.

The included proposal details the documentary project to be sponsored and managed by the Hays County Historical Commission. A professional quality work is intended, scripted by Gene Shelton, a Texas author and directed by Richard Kidd, who has many years experience in such productions. Copies of the documentary on the life of Jack Hays will be distributed in DVD format to local schools and libraries throughout the County and to the Texas Ranger Museum in Waco, and the film will be featured in the new planned Jack C. Hays Museum in the old County Jail in San Marcos. The project will serve to provide an important perspective on early Texas history, with special significance to the people and their children in Hays County.

We ask for your assistance through a \$20,000 contribution for this historical education project. The Hays County Historical Commission will continue to actively seek other funding sources and donations to meet an expected total project cost of \$60,000. Please contact Jeff Hauff, Hays County Grants Administrator at 512-393-2209 or by e-mail at [Jeff.hauff@co.hays.tx.us](mailto:Jeff.hauff@co.hays.tx.us) should you have any questions regarding the project.

Thank you for your consideration of this endeavor, and for your support of other worthwhile projects throughout Hays County and our Central Texas region. Your giving greatly enhances the quality of life we enjoy in our area.

Sincerely,

Elizabeth Sumter  
Hays County Judge

cc: Ms. Kate Johnson, President, Hays County Historical Commission  
Mr. Jeff Hauff, Hays County Grants Administrator

**CAPTAIN JACK  
THE STORY OF JOHN COFFEE HAYS**

**A DOCUMENTARY  
PRODUCED  
BY  
THE HAYS COUNTY HISTORICAL COMMISSION**

## **CAPTAIN JACK THE STORY OF JOHN COFFEE HAYS**

**THE HAYS COUNTY HISTORICAL COMMISSION IS PRODUCING A 30-MINUTE DOCUMENTARY VIDEO ON THE LIFE OF JACK HAYS, THE FAMOUS TEXAS RANGER AND CALIFORNIA BUILDER FOR WHOM HAYS COUNTY WAS NAMED IN 1848.**

**THE DOCUMENTARY WILL BE SHOWN AT THE NEW JACK C. HAYS MUSEUM THAT IS PLANNED FOR SAN MARCOS AT THE OLD COUNTY JAIL. IN ADDITION, DVD COPIES WILL BE MADE AVAILABLE TO SCHOOLS AND LIBRARIES IN HAYS COUNTY. THE TEXAS RANGER MUSEUM IN WACO WILL ALSO BE SHOWING A COPY.**

**THE SCRIPT IS BEING WRITTEN BY GENE SHELTON, A TEXAS AUTHOR WHO HAS PUBLISHED 4 BOOKS, ONE ON JACK HAYS. THE DIRECTOR OF THE VIDEO IS RICHARD KIDD, WHO HAS 40 YEARS OF EXPERIENCE IN DOCUMENTARIES, FILM, EVENT MANAGEMENT AND MUSEUM INSTALLATION.**

**THERE HAS NEVER BEEN A DOCUMENTARY ON JACK HAYS, AND THE HAYS HISTORICAL COMMISSION IS SEEKING A SPONSOR FOR THE PROJECT. THE PLAN IS TO FILM RE-ENACTMENTS OF MAJOR SCENES FROM JACK HAYS' LIFE ALONG WITH HISTORICAL MAPS, DRAWINGS, AND PHOTOGRAPHS. THIS WILL BE A PBS STYLED PROJECT PRODUCED AT THE HIGHEST PRODUCTION LEVEL .**

**PLEASE CONTACT KATE JOHNSON, CHAIR, HAYS COUNTY HISTORICAL COMMISSION, IF YOUR COMPANY HAS AN INTEREST IN SPONSORING THIS EVENT.**

**EMAIL, KW1988@AOL.COM  
CELL, 512-644-7669**

**WWW.HAYSHISTORICALCOMMISSION.COM**

**SUGGESTED SCENES  
FOR  
CAPT. JACK, THE STORY OF JOHN COFFEE HAYS**

- 1. OPEN WITH HAYS ON HORSEBACK RIDING FAST AND SHOOTING AT.....**
- 2. ARRIVING AT WASHINGTON ON BRAZOS AND MEETING WITH PRESIDENT HOUSTON.**
- 3. SAN ANTONIO SCENE, SELECTING RANGERS.**
- 4. SHOOT OUT WITH MEXICAN BANDITOS.**
- 5. MARRIAGE TO SUSAN.**
- 6. SURVEYING LAND.**
- 7. PLUM CREEK INDIAN FIGHT.**
- 8. MEETING WITH GENERAL TAYLOR, NAMED COL. IN US ARMY.**
- 9. RUNNING BESIDE BUCKBOARD WITH SUSAN PREPPING FOR MEXICAN WAR.**
- 10. SCENES FROM MEXICAN WAR, ATTACK ON MONTERREY.**
- 11. AROUND CAMPFIRE WITH RANGERS, NEWSPAPER READS GOLD IN CALIFORNIA.**
- 12. WAGON TRAIN HEADING WEST.**
- 13. ELECTION AS SHERIFF OF SAN FRANCISCO.**
- 14. SETTING FOR PHOTOGRAPH IN STUDIO BY MATTHEW BRADY.**
- 15. MATCH DISSOLVE TO REAL PHOTOGRAPH.**
- 16. CREDITS**

**TOTAL RUNNING TIME OF 30 MINUTES.**



**ESTIMATED SHOOTING SCHEDULE AND BUDGET  
FOR  
CAPTAIN JACK, THE STORY OF JOHN COFFEE HAYS**

**SCRIPT/PRE-PRODUCTION/RIGHTS  
\$2,500**

**PROPS/COSTUMES/WEAPONS/SETS  
\$3,000**

**TALENT & HORSES**

JACK HAYS	9 DAYS	(\$300 DAY)
\$2,700		
RANGERS (6)	3 DAYS	(\$250 EACH)
\$4,500		
INDIANS (12)	1 DAY	(\$200 EACH)
\$2,400		
MEXICAN BANDITOS (3)	1 DAY	(\$250 EACH)
\$ 750		
SUSAN	1 DAY	
\$ 300		
MEXICAN WAR N.C.	1 DAY	
SAM HOUSTON	1 DAY	
\$ 300		
GENERAL TAYLOR	1 DAY	
\$ 300		
MATTHEW BRADY	1 DAY	
\$ 300		
EXTRAS (12)	2 DAYS	(\$100 DAY)
\$2,400		
<b>SUB-TOTAL FOR TALENT</b>		<b>\$13,950</b>

<b>CREW</b>	<b>10 DAYS FOR ALL</b>
DP	
GAFFER	
SOUND	(USE \$250 DAY FOR ALL)
GRIP	
WARDROBE/MAKE UP	
CATERING	
MEDIC	
<b>SUB-TOTAL FOR CREW</b>	<b>\$17,500</b>

**TRAVEL AND MEALS (ESTIMATED)  
\$5,000**

<b>PRODUCTION EQUIPMENT</b>	<b>10 DAYS RENTAL</b>	
MINI DV OR HD		
LIGHTING	(USE \$150 DAY FOR ALL)	
TRIPOD/FLUID HEAD		
CAMERA CAR		
MICS		
<b>SUB-TOTAL FOR EQUIPMENT</b>		<b>\$7,500</b>

<b>POST PRODUCTION</b>	<b>30 DAYS</b>	
EDITING		
EFFECTS		
MUSIC		
VO NARRATION		
SOUND MIX		
<b>SUB-TOTAL FOR POST</b>		<b>\$10,000</b>

<b>ESTIMATED TOTAL, 3 MONTH PROJECT</b>	<b>\$59,450</b>
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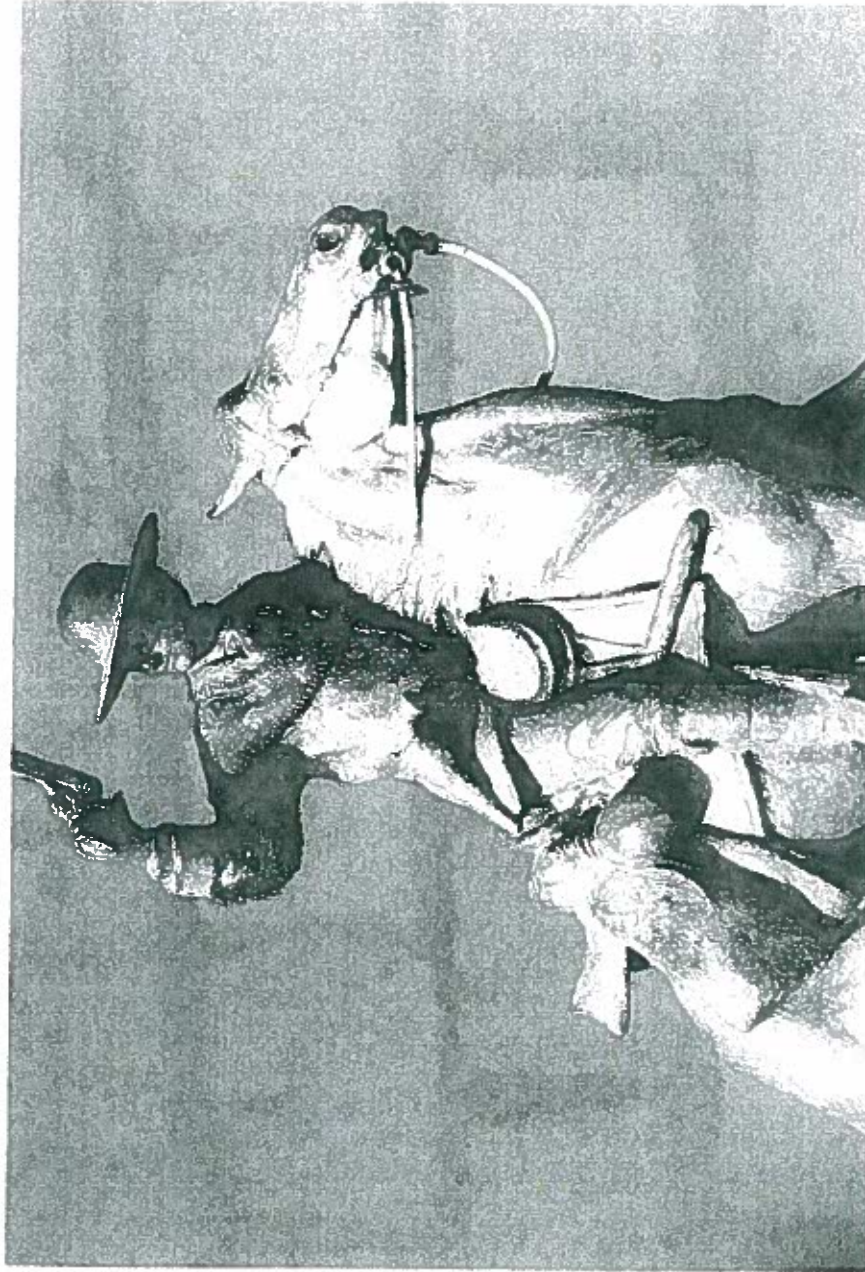


Jack C. Hays by Mathew Brady, 1857



TEXAS AND MEXICO, 1840





CAPTAIN JACK, THE STORY OF JACK C. HAYS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve award of Bid #2009-B14 "Bottled Water for Hays County Offices" to Hill Country Springs.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Knott**

**SPONSORED BY:**

**SUMMARY: (see attached tabulation) Purchasing received three (3) bids with Hill Country Springs having the lowest and best bid.**



## Bottled Water

Items	Hill Country Springs	Ozarka Bottled Water	Refresh H2O
5-gal Water Bottle	\$ 4.15	\$ 3.00	No bid
Cold Water Cooler	No Charge	\$ 1.50	No bid
Cold & Hot Cooler	No Charge	\$ 1.50	No bid
Bottle Deposit	No Charge	\$ 6.00	No bid
Cup Dispenser	No Charge	No Charge	No bid
Flat Cups 5oz case	\$ 74.00	\$ 9.00	No bid
Storage Racks	No Charge	No Charge	No bid
Osmosis Cooler	\$ 25.00	\$ 22.99	\$ 25.00

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to review and accept the annual report from Hays County ESD #4.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ron Spangenberg**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**

**In accordance with the Vernon Statute 234-L relating to the formation of a fire district requiring a report annually to the County Commissioners Court.**

**WIMBERLEY FIRE-HAYS COUNTY  
EMERGENCY SERVICES DISTRICT #4**

**Report to  
HAYS COUNTY  
COMMISSIONERS COURT  
2008**

# *Hays County*

## *ESD #4*

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Ron Spangenberg , Pres.  
Ken Downing, Sec.  
Chuck Ware, Tres.  
Carl Scudder  
Eddie Gumbert

### **Report to Hays County Commissioners Court For 2008**

Hays County Commissioners Court  
Hays County Court House  
San Marcos, TX. 78666

March 2, 2009

In accordance with the Vernon Statue 234-L relating to the formation of a fire district requiring a report annually to the County Commissioners Court in January of each year, we are herewith presenting the Hays County ESD #4 report for the calendar year 2008. The budget of October 1<sup>st</sup> to September 30<sup>th</sup> for the year 2009 is also included in the report.

In our contract agreement with the Wimberley Volunteer Fire Department, they have responded to 477 calls for the year 2008. This is a increase of 71 calls over the previous year. In comparison, grass fires were up for 2008 mainly because of the drought during of the summer, and car wrecks are still on the increase. Out of the eight structure fires there was \$141,400 dollars in losses with a saved value of over \$2,152,900. During 2008, the Wimberley Volunteer Fire Department spent over 2,581 man hours on fires and 3,279 man hours in training.

The Board of Commissioners wishes to express their appreciation for your past cooperation and thank you for reappointing Ron Spangenberg, Ken Downing and Eddie Gumbert for another two year appointment.

Cordially yours,

  
Ron Spangenberg, president

See the following pages for charts and graphs on incidents.

**WIMBERLEY FIRE - ESD DISTRICT #4**  
**BUDGET BALANCES: September 2007 - 2008**

	Budgeted	YTD Spent	Balance
<b>OFFICE EXPENSES</b>			
505 Secretarial Help	\$-	\$-	\$-
510 Postage	\$100.00	\$47.50	\$52.50
512 not in use	\$-	\$-	\$-
515 Office Supplies	\$200.00	\$789.21	\$(589.21)
520 Utilities	\$9,000.00	\$8,823.95	\$176.05
525 Travel Expenses	\$100.00	\$95.40	\$4.60
530 Accounting & CPA	\$8,100.00	\$8,200.00	\$(100.00)
535 Computer Supplies	\$1,600.00	\$1,492.89	\$107.11
540 Advertising	\$50.00	\$752.55	\$(702.55)
<b>PROFESSIONAL SERVICES</b>			
605 Communication Services	\$4,780.00	\$3,349.20	\$1,430.80
610 Engineer & Architect	\$-	\$-	\$-
615 Surveys	\$-	\$-	\$-
620 CAD & Tax Collection	\$6,650.00	\$6,167.62	\$482.38
625 Training Schools	\$3,000.00	\$775.00	\$2,225.00
<b>CAPITAL EXPENDITURES</b>			
705 Radio Communications	\$-	\$-	\$-
710 & 250 Purchase Contracts	\$25,500.00	\$25,500.00	\$-
715 Purchases, Capital Equip.	\$8,000.00	\$6,174.00	\$1,826.00
720 Purchases, Land & Building	\$-	\$-	\$-
<b>CONTRACT SERVICES</b>			
755 W.V.F.D. Contract	\$248,567.00	\$248,567.00	\$-
760 Custodial & Maintenance	\$950.00	\$-	\$950.00
<b>INSURANCE EXPENSES</b>			
805 Truck, Liab. & Building	\$28,000.00	\$26,578.18	\$1,421.82
810 Firemens Retirement Fund	\$-	\$-	\$-
<b>OTHER EXPENSES</b>			
905 Truck Main. & Upkeep	\$4,000.00	\$2,099.30	\$1,900.70
907 Equip. Pur., Non Capital	\$11,116.84	\$4,281.59	\$6,835.25
908 General Maintenance	\$1,000.00	\$3,576.17	\$(2,576.17)
910 Fire Training Field	\$3,000.00	\$1,152.50	\$1,847.50
915 Interest Paid	\$4,617.00	\$4,586.51	\$30.49
919 Fire Prevention	\$2,500.00	\$2,991.26	\$(491.26)
920 Misc. Expense	\$2,350.00	\$7,163.49	\$(4,813.49)
921 New Construction	\$-	\$-	\$-
922 Bank Note Payable	\$-	\$-	\$-
<b>Total</b>	<b>\$373,180.84</b>	<b>\$363,163.32</b>	<b>\$10,017.52</b>

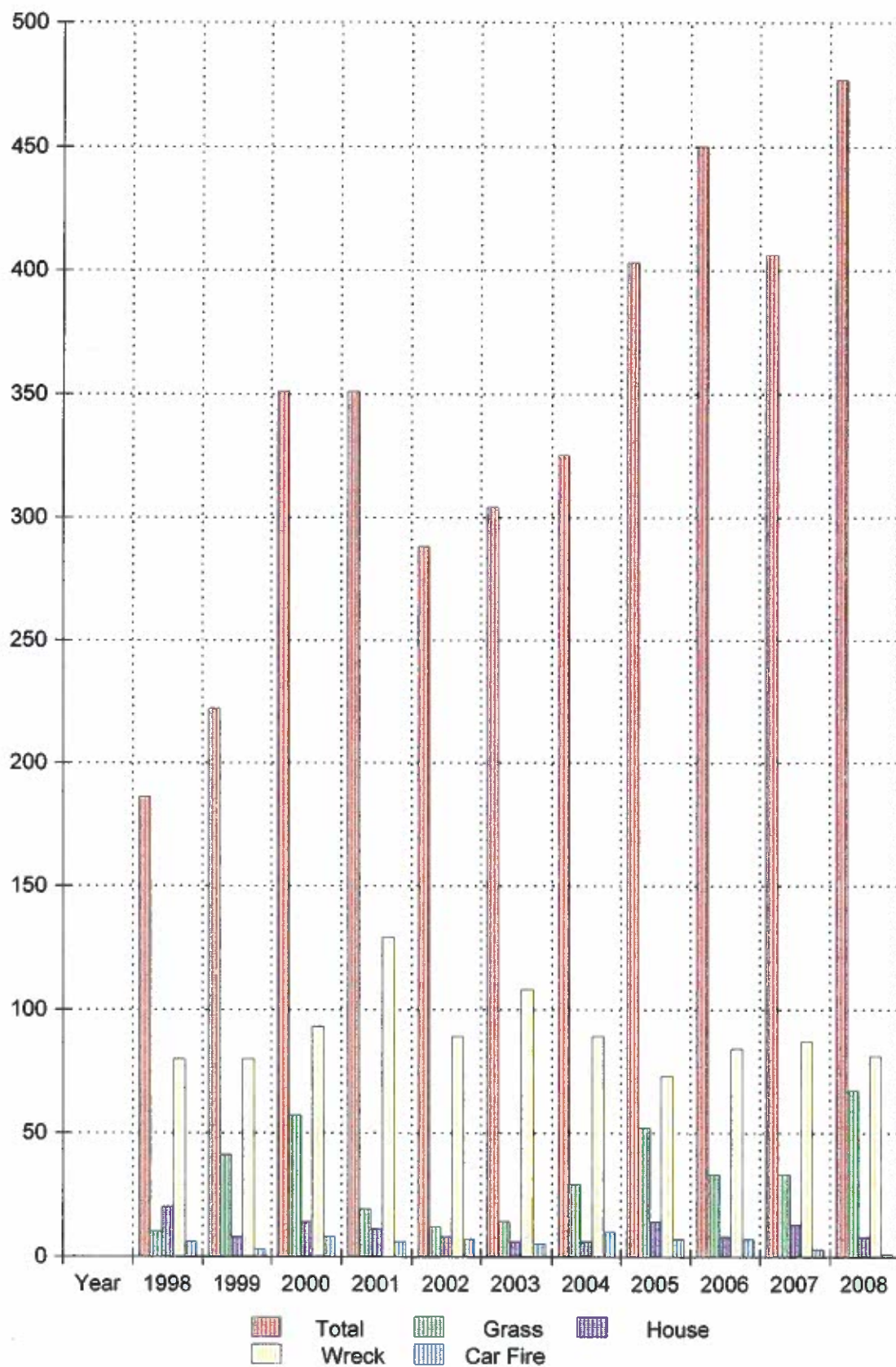
District Evaluation	\$1,277,827,537.00
Tax Rate, .03 per \$100 Value	\$383,348.26
Estimated 95% Collection	\$364,180.85
Estimated Interest Revenue	\$3,000.00
Estimated Delinquent Collection	\$6,000.00
Capital Asset Sale	\$-
<b>Total Estimated Funds Available</b>	<b>\$373,180.85</b>

WIMBERLEY FIRE - HAYS COUNTY EDS #4  
BUDGET BALANCES: OCTOBER 2008 - 2009

	Budgeted	YTD Spent	Balance
<b>OFFICE EXPENSES</b>			
505 Secretarial Help	\$-	\$-	\$-
510 Postage	\$100.00	\$-	\$100.00
512 not in use	\$-	\$-	\$-
515 Office Supplies	\$200.00	\$-	\$200.00
520 Utilities	\$11,700.00	\$125.83	\$11,574.17
525 Travel Expenses	\$300.00	\$-	\$300.00
530 Accounting & CPA	\$8,650.00	\$1,325.00	\$7,325.00
535 Computer Supplies	\$2,000.00	\$-	\$2,000.00
540 Advertising	\$600.00	\$-	\$600.00
<b>PROFESSIONAL SERVICES</b>			
605 Communication Services	\$4,780.00	\$279.10	\$4,500.90
610 Engineer & Architect	\$-	\$-	\$-
615 Surveys	\$-	\$-	\$-
620 CAD & Tax Collection	\$7,500.00	\$-	\$7,500.00
625 Training Schools	\$3,000.00	\$-	\$3,000.00
<b>CAPITAL EXPENDITURES</b>			
705 Radio Communications	\$-	\$-	\$-
710 Purchase Contracts	\$25,500.00	\$-	\$25,500.00
715 Purchases, Capital Equip.	\$112,500.00	\$3,640.00	\$108,860.00
720 Purchases, Land & Building	\$-	\$-	\$-
<b>CONTRACT SERVICES</b>			
755 W.V.F.D. Contract	\$299,316.00	\$74,829.00	\$224,487.00
760 Custodial & Maintenance	\$950.00	\$-	\$950.00
<b>INSURANCE EXPENSES</b>			
805 Truck, Liab. & Building	\$33,600.00	\$679.00	\$32,921.00
810 Firemens Retirement Fund	\$-	\$-	\$-
<b>OTHER EXPENSES</b>			
905 Truck Main. & Upkeep	\$4,000.00	\$-	\$4,000.00
907 Equip. Pur., Non Capital	\$20,089.00	\$-	\$20,089.00
908 General Maintenance	\$4,000.00	\$-	\$4,000.00
910 Fire Training Field	\$3,000.00	\$-	\$3,000.00
915 Interest Paid	\$8,193.00	\$-	\$8,193.00
919 Fire Prevention	\$2,500.00	\$-	\$2,500.00
920 Misc. Expense	\$6,375.00	\$371.40	\$6,003.60
921 New Construction	\$-	\$-	\$-
922 Damage Loses	\$-	\$-	\$-
<b>Total</b>	<b>\$558,853.00</b>	<b>\$81,249.33</b>	<b>\$477,603.67</b>
District Evaluation	\$-		
Tax Rate, .03 per \$100 Value	\$-		
Estimated 95% Collection	\$-		
Estimated Interest Revenue	\$-		
Estimated Delinquent Collection	\$-		
Capital Asset Sale	\$-		
<b>Total Estimated Funds Available</b>	<b>\$-</b>		



# Summary Fire Calls WVFD



WIMBERLEY FIRE DEPT  
TOTAL FIRES 1990 - 2008

Year	Total	Grass	House	Wreck	Car Fire
1990	70	21	7	19	5
1991	89	18	20	26	14
1992	80	21	7	27	6
1993	164	46	19	44	8
1994	125	19	16	59	1
1995	109	13	5	45	6
1996	180	30	18	46	10
1997	111	17	16	49	4
1998	186	10	20	80	6
1999	222	41	8	80	3
2000	351	57	14	93	8
2001	351	19	11	129	6
2002	288	12	8	89	7
2003	304	14	6	108	5
2004	325	29	6	89	10
2005	403	52	14	73	7
2006	450	33	8	84	7
2007	406	33	13	87	3
2008	477	67	8	81	3

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:**

**Action to Authorize Commercial OSSF Permit to Janet Zeravica for a 4-Space RV Park located at 312 Harmon Hills Cove (Harmon Hills lot H-30) in Dripping Springs, in Precinct 4.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: NA**

**LINE ITEM NUMBER OF FUNDS REQUIRED: NA**

**REQUESTED BY: Tom Pope, R.S., Resource Protection, Transportation & Planning.**

**SPONSORED BY: Commissioner Ford, Precinct 4**

**SUMMARY:** Janet Zeravica is proposing a 4 space RV park. This is an existing standard on-site sewage facility designed for 500 gallons per day. The property is 3 acres in size this on-site sewage facility will also eventually serve a 4 bedroom house.

A permit is required to alter the system for the commercial wastewater. The system is being upgraded by adding an Advanced Aeration Vacuum Bubble Technology (VBT) to the treatment tank. The design was submitted to Texas Commission on Environmental Quality staff and approved since it was the first treatment system of this type used in the county for a project that required additional pretreatment.

The site profile sheet is attached.

The water supply will be private water well.

**STAFF REVIEW/COMMENTS**

**Resource Protection, Transportation & Planning Director: Recommend approval.**

**ROAD DIRECTOR: NA**

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

# SITE PROFILE

Page 1  
6/3/2009

Permit #: 2008-332

TYPE OF PERMIT: ☒ OSSF permit ☒ Development permit

PROPERTY ADDRESS: 312 HARMON HILLS COVE, DRIPPING SPRINGS TX 78620

NAME OF OWNER: JANET ZERAVICA

MAILING ADDRESS: 1720 BARTON SPRINGS ROAD LOT E AUSTIN TX 78704

Work Phone:

Cell: (512) 627-1507

Home Phone:

Fax:

Septic Type: Residential

Reason: New

3499 Sq Ft

4 Bedrooms

Household: 0

Purchased: 5/27/2008

Revision: 10/1/2008

License Date: 10/3/2008

Bathrooms: 3

Kitchens: 0

Plans: 5/27/2008

Final Inspection: 10/3/2008

Printed: 10/3/2008

Field: 2500

Authorization: 6/9/2008

Approved By: PORTER, APRIL

Installed: 10/3/2008

Other Information:

☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☐ Public Water

☒ Well

☒ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Precinct/Zone:

Lot/Tract: H-30B

Block:

Lot size: 3.0

Grid/Section:

Abstract Number: 0

Affidavit File Date:

Survey:

Subdivision: HARMON HILLS SEC I

Reference:

Evaluator's Information: Site Evaluator: JETTON, STEPHEN

Type of soil: 3

Soil Date: 5/21/2008

500 GPD

General Comments about the system:

ADDING Advanced Aeration VBT PUMP TO EXISTING SEPTIC SYSTEM FOR RV SPACES. Treatment designed by Greg Johnson P.E.

## System Information:

Manufacturer: Advanced Aeration VBT

Distributor:

Designer: JOHNSON, GREG

Installer: FRED VAN CURA

Treatment Type: Aerobic

Disinfectant:

Flood Plain Information:

Disposal: Leaching Chamber

Flood Plain Status:

Brand / Model

Serial Number

Date

Flood Plain Date:

System: Advanced Aeration

Flood Plain Certificate:

Aerator: VBT 100

Flood Plain Complete:

Discharge:

Expiration Date:

## Service and Maintenance Information

☒ Routine Maintenance

☐ Active Service

☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Warranty Expires: 10/3/2010

Insp./year: 3

Date Maintenance Contract Expires:

Location of System:

GPS Latitude: N 30 16.0250

GPS Longitude: W 98 9.9083

Map Code:

Legal Description:

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve Utility Permit.**

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

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**SPONSORED BY: SUMTER**

**SUMMARY:**

**Permit # 02019 DACY LN (Phone)**

PERMIT NO. : 02019      APPLICATION DATE :5/18/2009      APPROVED DATE :      6/9/2009

CO. CODE : GTEWIM      Company Name:      VERIZON WIMBERLEY      Type of Utility: TELEPHONE

City: WIMBERLEY      Department: DISTRICT

ROAD NO. : N/A      ROAD NAME : Dacy Ln.      NAME Brian Vickers

SUBDIVISION :N/A      SEGMENT : 2

TYPE LINE :      Telephone Line

DESCRIPTION :      Telephone line to be bored and cased under  
Dacy Lane . . .

SPECIAL PROVISIONS : Traffic control required; bore and case full  
width of future roadway; erosion controls may  
be neccessary; notify Hays County 24 hrs  
prior to construction



Road and Bridge Department  
2171 Yarrington Road  
P O Box 908  
San Marcos, TX 78667-0906  
(512) 393-7385

## Application for Installation

### Utility Line on Hays County Right of Way

Formal notice is hereby given that VERIZON  
Company proposes to place a 50 PAIR COPPER COMMUNICATIONS CABLE  
line within the right-of-way of DACY LN, KYLE, TEXAS  
as follows: (give location, length, general design, etc.) Verizon proposes to place a 50 pair copper communications cable starting @ an existing Verizon buried ped located on the east side of Dacy Ln @ 1850 Dacy Ln. Verizon proposes to direct bury a 4" sch 80 conduit north 170' and make a bore under Dacy Ln to the north side of Seton Ln in which Verizon will access a manhole system which serves the new Seton hospital project. Bore will be from private property on the west side of Dacy Ln to the property line. Bore will be a minimum of 36" below flow line. This project is being designed to provide telecommunications service to the new Seton hospital complex.

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 18th day of May, 2009.

#### 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 VERIZON

Title: OPT-NETWORK ENGINEER

By BRIAN VICKERS

Address: 6601 FM 3237

Signature B. Vickers

WIMBERLEY, TX 78676

Phone: 512/847-9843

Approved by Hays County Road & Bridge Department




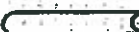
Signature [Signature]

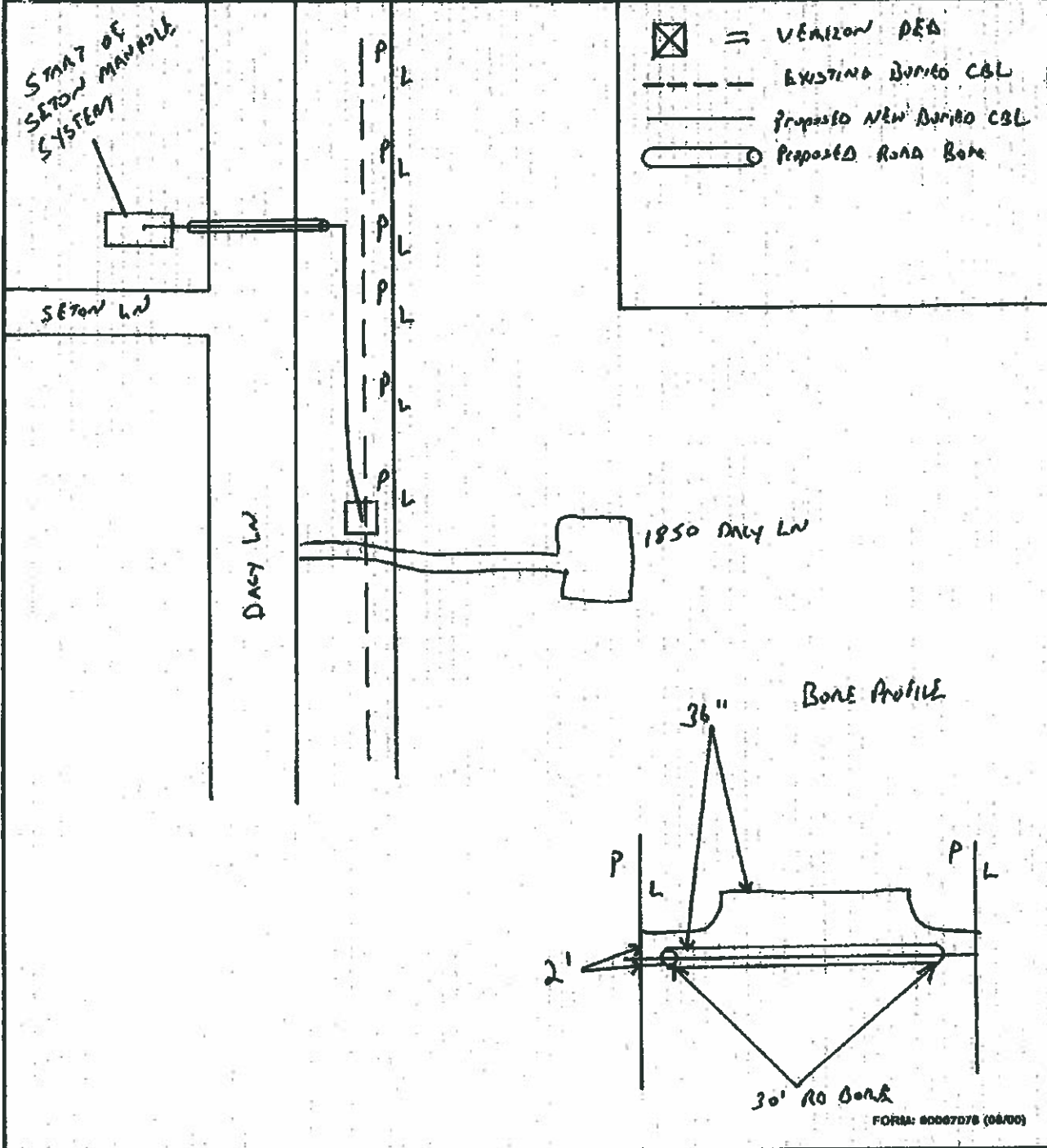
Title Inspector

Date 6/3/09



# LEGEND

-  = VERIZON PEA
-  EXISTING BURIED CBL
-  PROPOSED NEW BURIED CBL
-  PROPOSED ROAD BONE



FORM: 80867078 (08/00)

AREA 5444/BV0A  
 W. O. NO. 30040 HB  
 TAK DIST                       
 ENO'ND BY BV DATE                       
 DRAWN BY BL DATE                       
 APPROVED BY                      DATE                       
 REVISED BY                      DATE                     



SCALE                     



LOCATION KYLE - DARY LN @ SETON LN  
 DESCRIPTION DARY LN ROAD BONE  
 SHEET 1 OF 1 SHEETS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve out of state travel for Jeff Turner, EMC to attend 2009 National Conference, Certification in Homeland Security to be held in Las Vegas, Nevada; October 14 – 16, 2009.**

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

**PREFERRED MEETING DATE REQUESTED: 6-16-2009**

**AMOUNT REQUIRED: \$1352.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 602-5331**

**REQUESTED BY: Jeff Turner**

**SPONSORED BY: Judge Sumter**

**SUMMARY: The National Conference on Certification in Homeland Security is an annual conference held to facilitate collaborative partnerships and develop strong working relationships between homeland security professionals from the public and private sector. Sessions which would benefit Hays County would include: Effective Partnerships between Homeland Security Agencies and Healthcare Provider Systems, Terrorism Update, Domestic Terrorism, Enhancing Family Preparedness: A foundation of all Homeland Security, Infra-structure Protection, and New Designs and Trends in Exercises. Attendance allows for continuing education credits necessary for continued certification.**

**Funds for the conference would be utilized from current continuing education fund.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve out of state travel for Jeff Turner, EMC to attend 2009 National Conference, Certification in Homeland Security to be held in Las Vegas, Nevada; October 14 – 16, 2009.

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$1352.00      602-5331

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:** Only \$1332 left in this year's budget but I assume some of this cost will be incurred in next year's budget.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

# About the Conference



## **18th Annual, The American College of Forensic Examiners<sup>SM</sup> (ACFEI)**

[www.acfei.com](http://www.acfei.com)

The American College of Forensic Examiners is the world's largest professional scientific forensic membership society. Multi-disciplinary in its scope, the society actively promotes the dissemination of forensic information. ACFEI's purpose is to continually advance the profession of forensic examination and consultation across the many professional fields of its membership by elevating standards through education, basic and advanced training, and Diplomate status. ACFEI believes forensic examiners do not win or lose cases. Forensic examiners seek only the truth; conduct evaluations, examinations, and inquiries; and report the true results of their findings in an unbiased and objective manner.



## **6th Annual, The American Board for Certification in Homeland Security<sup>SM</sup> (ABCBS)**

[www.abchs.com](http://www.abchs.com)

The ABCBS program has earned its reputation as the professional membership association dedicated to the certification, training, and continuing education of professionals across the nation who are committed to improving homeland security. The ultimate goal of ABCBS is to facilitate collaborative partnerships and strong working relationships between homeland security professionals from the public and private sector and incident management first-responder organizations, recognizing that each has unique talents and abilities to contribute to the security of our nation. At the core of the ABCBS membership are some of the world's leading decision-makers, who have significant experience and knowledge in homeland security.



## **13th Annual, The American Psychotherapy Association<sup>®</sup> (APA)**

[www.americanpsychotherapy.com](http://www.americanpsychotherapy.com)

The American Psychotherapy Association is a membership society for psychotherapists of various disciplines including counseling, social work, marriage and family therapy, psychology, nurse psychotherapy, pastoral counseling, psychiatry, psychoanalysis, and other related fields. APA's purpose is to establish a cohesive national organization that advances the mental health profession by elevating standards through education and basic/advanced training, and that credentials ethical, highly educated, and well-trained psychotherapists.



## **8th Annual, The American Association of Integrative Medicine<sup>SM</sup> (AAIM)**

[www.aaimedicine.com](http://www.aaimedicine.com)

The American Association of Integrative Medicine recognizes that health is more than the absence of disease and that a multi-disciplinary approach to medicine provides the maximum therapeutic benefit. AAIM's advocacy for broader treatment options facilitates a bond between integrative and Western medicine. The end result is a gathering place for healers, educators, and researchers from all specialties to compare notes and combine forces, benefiting both the patient and the health-care provider.



## **American College of Counselors (ACC)**

[www.acconline.us](http://www.acconline.us)

The American College of Counselors is a capstone, inter-disciplinary collegial organization composed of counselors, marriage and family therapists, pastoral counselors, psychiatrists, psychologists, psychotherapists, and other mental health professionals. The mission of the ACC is to strengthen individuals, marriages, and family relationships through the counseling process, while adhering to ethical strengths.



# Schedule-at-a-Glance

Conference attendees are welcome to attend presentations from any of the associations' tracks unless otherwise noted.

## Wednesday, October 14

Registration and Exhibitors.....	12:00pm-8:00pm
ABCHS Pre-Conference Session.....	3:00pm-5:00pm
<i>Keynote Speakers: John Bridges, III, FACFEI, DABCHS, CHS-V and Lt. Colonel DE Smith, CHS-V</i>	
Welcome Reception.....	5:00pm-7:00pm

## Thursday, October 15

Exhibit Hall Opens/Continental Breakfast.....	7:00am
General Session.....	8:00am-9:00am
<i>Catch Me if You Can, Presenter: Frank Abagnale</i>	
Morning Break.....	9:00am-9:30am
General Session.....	9:30am-11:30am
<i>The Art of the Steal, Presenter: Frank Abagnale</i>	
Lunch on Own.....	11:30am-1:00pm
Breakout Sessions.....	1:00pm-4:45pm
Annual Banquet.....	5:30pm-7:30pm
<i>Keynote Speaker: Peter S. Probst</i>	

## Friday, October 16

Exhibit Hall Opens/Continental Breakfast.....	7:00am
General Session.....	8:00am-9:00am
<i>They Must Be Stopped, Presenter: Brigitte Gabriel</i>	
Morning Break.....	9:00am-9:30am
Breakout Sessions.....	9:30am-11:00am
Lunch on Own.....	11:00am-12:30pm
ABCHS Working Luncheon (Additional Registration Required).....	12:00pm-1:30pm
<i>Keynote Speaker: Steven G. King, Deputy Division Director, U.S. Department of Homeland Security</i>	
Breakout Sessions.....	12:30pm-5:30pm

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Hold a public hearing to establish traffic regulations in Hunters Glen subdivision.**

**CIRCLE ONE ACTION ITEM      Subdivision      Road      Staff Recommendation**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: n/a**

**LINE ITEM NUMBER OF FUNDS REQUIRED: n/a**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

**To establish: a stop sign on Hunters Glen Drive at Powder Horn Trail, a stop sign on Hunters Glen Drive at Hilliard Road, a stop sign on Powder Horn Trail at Hilliard Road in Hunters Glen and a speed limit of 30 MPH.**

**STAFF REVIEW/COMMENTS**

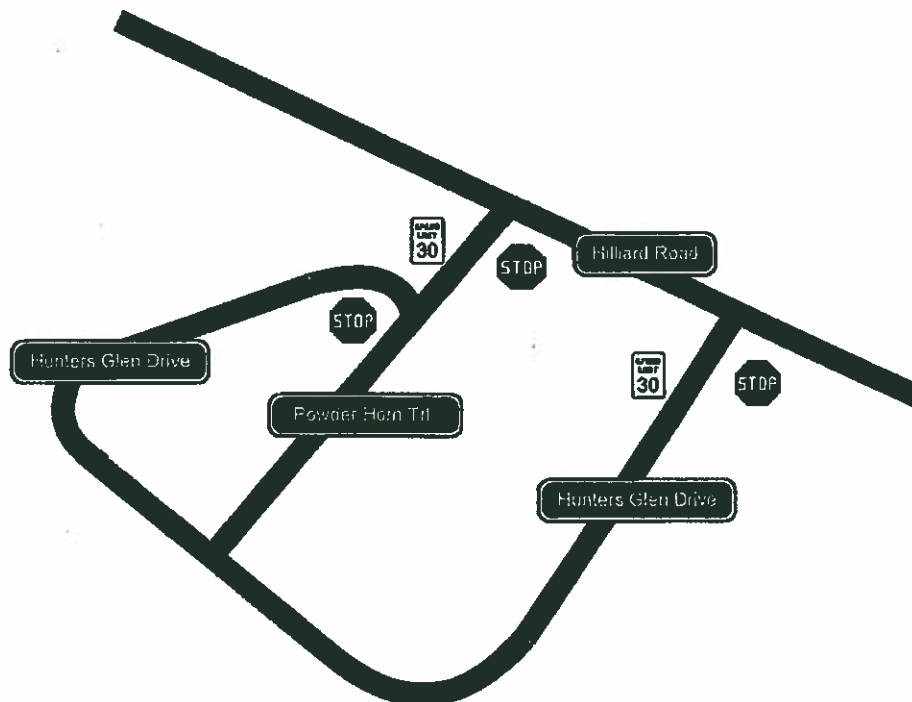
**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

**Precinct 4**  
**Hunters Glen Subdivision**

**Proposed/Recommended Traffic Regulations:**  
**Stop Signs and Speed Limits As Indicated Below**



1. Stop traffic on Powder Horn Trl. and Hilliard Dr.
2. Stop traffic on Hunters Glen Drive at intersection of Powder Horn Trl.
3. Stop traffic on Hunters Glen Drive at intersection of Hilliard Road
4. Speed limit to be set at 30 MPH in Hunters Glen Subdivision



Agenda Item Request Form

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's office**

**no later than 12:00 noon on WEDNESDAY.**

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

**AGENDA ITEM:** Discussion and possible action to consider the acceptance of road construction and drainage improvements, and acceptance of the maintenance bond for two years for Martinez Addition subdivision.

**Consent, Action, Executive Session, Etc. – Action**

**MEETING DATE REQUESTED:** June 16, 2009

**REQUESTED BY:** Commissioner Barton / Jerry Borcharding

**FUNDS REQUIRED:**

**SUMMARY:**

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. There was no construction bond.

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

**ACTION TAKEN / ACTION REQUIRED:**



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

---

6/03/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

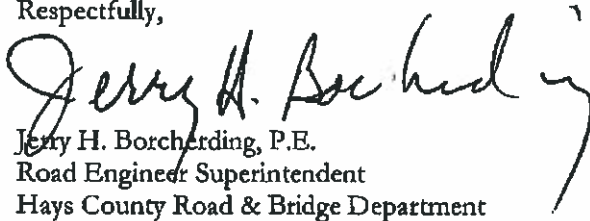
RE: Martinez Addition

Dear Commissioners and Judge:

Antonio Martinez, Owner, is requesting that Hays County accept construction of roads for Martinez Addition and accept a maintenance bond in the amount of \$8,200.00. Michael A. Rivera has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

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

DATE: October 3, 2008.

ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

Project Name: Martinez Addition Subdivision Improvements

Project Location: 1172 F.M. 2001 Buda, Texas

Owner's Name and Address

Mr. Antonio Martinez  
1172 FM 2001  
Buda, Texas 78610

Consultant Engineer's  
Name and Address

Rivera Engineering  
P. O. Box 90485  
Austin, Texas 78709-0485

On this day, I, the undersigned professional engineer, or my representative, made a visual inspection on the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by Hays County, once the following listed items are corrected to the satisfaction of the County Inspector.

Finished grading and revegetation of the street right-of-way.

(Seal)



M.A.R.  
Signature  
Michael A. Rivera, P.E.  
60198  
Texas Registration Number

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

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

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

***INSPECTION REPORT***

LOCATION:	Martinez Addition	DATE:	7/25/2008
OWNER:	Martinez	WEATHER:	Mostly Cloudy
CONTRACTOR:		TIME:	12:30pm
INSPECTOR:	Todd Spencer		

***SITE OBSERVATIONS:*****PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION**

1. The items on the Environmental Punchlist that are associated with the Hays County Subdivision and Development Regulations must be corrected prior to the County's acceptance of construction
2. Seal crack in roadway through project
3. Seal cracks in curb through project
4. Clean roadway of mud and debris
5. Proper signage required
6. Clean Silt out of culverts
7. Revegetation
8. Temp. erosion controls to be in place (currently not adequate)
9. As-built plans and concurrence letter required from design engineer
10. All test reports

Todd Spencer, Construction Inspector

7/25/2008

Date

JUN-01-2009 MON 05:45 PM FIRST STATE BANK

FAX NO. 512 237 4661

P. 02

**FIRST STATE BANK**  
ESTABLISHED 1895

14

**LETTER OF CREDIT****Date: June 2, 2009****RE: Martinez Addition Subdivision****To: The Hays County Judge****Irrevocable Letter of Credit No. 576**

We hereby establish our irrevocable letter of credit in favor of the County of Hays in the account of Mendez Excavation & Road Boring. This letter is effective up to the aggregate amount of \$8,200.00 (Eight Thousand Two Hundred Dollars) and will remain in effect until June 2, 2011 or discharged by the County of Hays. This is authority to draw drafts for any amount, or the full amount not to exceed \$8,200.00 (Eight Thousand Two Hundred Dollars). All drafts are to be marked "Drawn under First State Bank Letter of Credit No. 576" and presented at our office at 401 Main Plaza, New Braunfels, TX, 78130. This letter of credit is given as assurance that all road construction in Martinez Addition Subdivision will be completed to County of Hays specifications.

Each Draft so drawn must be marked "Drawn under First State Bank Letter of Credit #576 and be accompanied by (1) the original letter of credit and (2) a signed statement from the Hays County Judge stating that: "The roads in Martinez Addition Subdivision were not completed as defined in the plans and specifications approved by the Hays County Commissioners' Court." Except so far as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600"

**Authorized Signature:**  
**First State Bank:**

  
Name   
Title

[www.firststate-texas.com](http://www.firststate-texas.com)

201 Main Street • Smithville, TX 78957 • (512) 237-3221 • Fax: (512) 237-4661

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and Possible action regarding naming of a private easement off of Hwy 21 as Soul Harvest Pass**

**CHECK ONE:**    ☐ Subdivision       ☒ Road       ☐ Staff Recommendation

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** none

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Ingalsbe

**SPONSORED BY:** Ingalsbe

**SUMMARY:** Attached is a copy of all the residents that live off this private easement. They all agree with the proposed name of this easement

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

**SOUL HARVEST PETITION FOR STREET NAME**

**THE FOLLOWING RESIDENTS ALONG WITH PASTOR ELOY NARVAZ  
AND SOUL HARVEST CHURCH ARE IN AGREEMENT FOR THE STREET  
NAME TO BE AS FOLLOWS:**

**SOUL HARVEST AVENUE**

Caroline C. Long 3363 Hwy 21  
Linda & Harold Mack 3361 Hwy 21 SAN MARCOS, TX. 78666  
Marilyn Garcia 3369 Hwy 21  
Maria Bravo 3373 Hwy 21  
William Kelly 3381 Hwy 21  
Mike G 3383 Hwy 21



***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Call for a Public Hearing to establish traffic regulations (speed limit) on Old Bastrop Hwy from El Camino Way to the Hays County Line.**

**CHECK ONE:**    ☐ Subdivision        ☒ Road        ☐ Staff Recommendation

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Borchherding/Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: Currently the speed limit is 40 mph and we are proposing 45 mph.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

**9:00 a.m. Every Tuesday**

**Request forms are due in the County Judge's Office**

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

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

#### **AGENDA ITEM:**

**Henly Loop Subdivision, Section 2. Discussion and possible action to consider approval of Final Plat.**

#### **TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**The Henly Loop Subdivision is a proposed division of 102 acres of land on Henly Loop (RM 165) in Precinct 4. The division is divided into 2 sections with Highway 290 separating Section 1 from Section 2. There are 9 lots proposed for the division with an average lot size of 11.32 acres. Section 2 is located north of highway 290 and consists of 5 lots with the following acreages 7.1 (lot 1), 5.98 (lot 2), 11.3 (lot 3), 9.6 (lot 4), and 13.8 (lot 5). There is no new infrastructure being proposed as each lot has over 200 feet of frontage on an existing roadway, with 2 having dual access. Each Water service for each lot is to be provided by private/individual wells and wastewater service will be provided by individual OSSF's. There are no variances and the entire division is outside of the limits of any ETJ.**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Easement Agreement for Water Drainage**

Date: June \_\_\_\_\_, 2009

Grantor: Hardy Properties, LLC

Grantor's Mailing Address: 4207 East Palo Verde, Phoenix, Arizona 85018

Grantee: Hays County, a political subdivision of the State of Texas

Grantee's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property: Being that 24.631 acre tract of land out of the L.W.Kingsley Survey No. 200 Abstract No. 279 in Hays County, Texas, as conveyed to Hardy Properties, LLC, by general warranty deed recorded in Volume 2941 Page 820 of the Official Public Records of Hays County, Texas.

Easement: Being that portion of the Property which is described in Exhibit A, and shown in Exhibit B, being \_\_\_\_\_ acres, more or less, and also being that portion of the Property which is described in Exhibit C, and shown in Exhibit D, being \_\_\_\_\_ acres, more or less, all of which are attached hereto and incorporated herein.

Easement Purpose: For accepting, receiving, and conveying the runoff of surface water flowing from the Property, to the right-of-way of Hays County Road No. 197, commonly known as Henly Loop, Henly, Hays County, Texas.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee a non-exclusive easement in-gross over, upon and across the surface of the Easement for the Easement Purpose and for the benefit of Grantee, to have and to hold to Grantee, subject to the terms hereof. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and defend all and singular the property interest herein conveyed to Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance

and warranty, by through, or under Grantor, but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement rights of use granted herein are nonexclusive. The Easement granted herein is in-gross and is personal to Grantee, for Grantee's sole and exclusive use, and shall not be construed in any manner to create or grant any rights to any other person or entity (except a successor entity into which Grantee may be merged), or the owner of any other property, to use or enter upon the Easement or Property. Grantee shall not have the right to lease or otherwise permit the use of the Easement by any other person or entity, nor assign any of the rights, privileges, duties or obligations of Grantee hereunder, without the prior written consent of Grantor.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor, as owner of the Property, reserves the right to continue to use and enjoy the surface and subsurface of the Easement for all purposes that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the Easement Purpose. Grantor, as owner of the Property, reserves the right to relocate the Easement from the surface of the Property, to beneath the surface of the Property, but only in the event said sub-surface relocation does not interfere with the Easement Purpose, and that Grantor pays for any and all costs of said sub-surface relocation.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Grantor.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Binding Effect.* This agreement binds and inures to the benefit of Grantee and of Grantor and Grantor's heirs, successors, and assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Property is located.

10. *Waiver of Default.* It is not a waiver of, or consent to, default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this

agreement or provided by law.

13. *Amendment.* This agreement shall not be changed or amended except by written agreement of the parties.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Time.* Time is of the essence.

Hardy Properties, LLC

\_\_\_\_\_  
By: Gordon Hardy  
Its: Managing Member

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2009 by Gordon Hardy, as Managing Member of Hardy Properties LLC, on behalf of Hardy Properties LLC.

[Seal]

\_\_\_\_\_  
Notary Public in and for The State of \_\_\_\_\_

AFTER RECORDING MAIL TO:  
Law Office of James Bellevue  
6705 W. HWY 290, Suite 502-295

# HENLY PROPERTIES SECTION TWO

THE STATE OF TEXAS  
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS  
THAT HARDY PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER  
OF 24.631 ACRES OF LAND OUT OF THE L.W. KINGSLEY SURVEY ABSTRACT No. 279,  
IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED  
RECORDED IN VOLUME 2941 PAGE 820 OF THE OFFICIAL PUBLIC RECORDS OF  
HAYS COUNTY, TEXAS, AND ALSO OWNER OF 24.734 ACRES OF LAND OUT OF  
THE L.W. KINGSLEY SURVEY ABSTRACT No. 279 AND THE W.M. HAGGARD SURVEY  
ABSTRACT No. 8 IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL  
WARRANTY DEED RECORDED IN VOLUME 2941 PAGE 847 OF THE OFFICIAL PUBLIC  
RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACTS OF  
LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

## HENLY PROPERTIES SECTION TWO

SUBJECT TO ANY EASEMENTS AND/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 \_\_\_\_\_, A.D. 2009.

HARDY PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
GORDON HARDY  
MANAGER

THE STATE OF \_\_\_\_\_  
THE COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED  
GORDON HARDY, AS MANAGER OF HARDY PROPERTIES, LLC,  
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO  
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE  
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN  
EXPRESSED  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, A.D. 2009

NOTARY PUBLIC

### SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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 STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED  
TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH  
HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

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

\_\_\_\_\_  
TOM FORREST, DIRECTOR  
HAYS COUNTY ENVIRONMENTAL HEALTH

\_\_\_\_\_  
Date

\_\_\_\_\_  
TOM POPE, FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
Date

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY  
THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009, THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR  
RECORD OF THIS PLAT AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF  
SAID COURT IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009.

\_\_\_\_\_  
LIZ SUMTER  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

\_\_\_\_\_  
LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
I, LINDA FRITSCH, 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 \_\_\_\_\_, A.D. 2009, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF  
HAYS COUNTY, TEXAS, IN BOOK \_\_\_\_\_ PAGES \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009.

\_\_\_\_\_  
LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

### NOTES:

#### 1. E.T.J. NOTE

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE MUNICIPAL LIMITS OR  
EXTRA-TERRITORIAL JURISDICTION OF ANY COMMUNITY.

#### 2. EDWARDS AQUIFER NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER  
RECHARGE ZONE OR WITHIN THE BOUNDARIES OF THE CONTRIBUTING  
ZONE OF THE EDWARDS AQUIFER.

#### 3. PLAT INFORMATION:

TOTAL AREA : 49.36 Acres  
NUMBER OF LOTS 10 ACRES OR LARGER : 2  
NUMBER OF LOTS 5 ACRES TO 10 ACRES : 3  
NUMBER OF LOTS 2 ACRES TO 5 ACRES : 0  
NUMBER OF LOTS 1 ACRE TO 2 ACRES : 0  
NUMBER OF LOTS 1 ACRE OR SMALLER : 0

#### 4. UTILITY INFORMATION

WATER: Individual Water Well  
SEWER: Individual On-Site Sewage Facilities  
ELECTRICITY: Pedernales Electric Cooperative, Inc.  
TELEPHONE: Verizon

#### 5. UTILITY NOTE:

20' WIDE PUBLIC UTILITY EASEMENT ALONG ALL ROAD RIGHTS-OF-WAY  
10' WIDE PUBLIC UTILITY EASEMENT ALONG ALL INTERIOR LOT LINES

#### 6. SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN JOHNSON CITY INDEPENDENT  
SCHOOL DISTRICT.

#### 7. FLOODPLAIN NOTE:

NO PORTION OF THIS SUBDIVISION IS WITHIN A SPECIAL FLOOD HAZARD  
AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
FLOOD INSURANCE RATE MAP PANEL 4803210100F, DATED SEPTEMBER 2, 2005.

#### 8. THERE ARE NO NEW PUBLIC STREETS BEING DEDICATED WITHIN THIS SUBDIVISION.

#### 9. DRIVEWAY PERMIT NOTE:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE  
CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT  
WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY  
DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY  
THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES  
THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE  
HAYS COUNTY SUBDIVISION REGULATIONS, AS AMENDED AND EFFECTIVE ON MAY 1, 2007.

#### 10. ANY FUTURE SUBDIVISION OF LAND CONTAINED WITHIN THIS PLAT WILL COMPLY WITH THE WATER AVAILABILITY STUDY REQUIREMENTS AS CONTAINED IN ARTICLE III, SECTION 312 OF THE HAYS COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS AS AMENDED AND EFFECTIVE ON MAY 1, 2007.

### STATE OF TEXAS

### COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,  
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE  
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT  
IS TRUE AND CORRECTLY MADE AND 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.

\_\_\_\_\_  
HOLT CARSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No 5166  
HOLT CARSON, INC.  
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

\_\_\_\_\_  
DATE



# HENLY PROPERTIES SECTION TWO

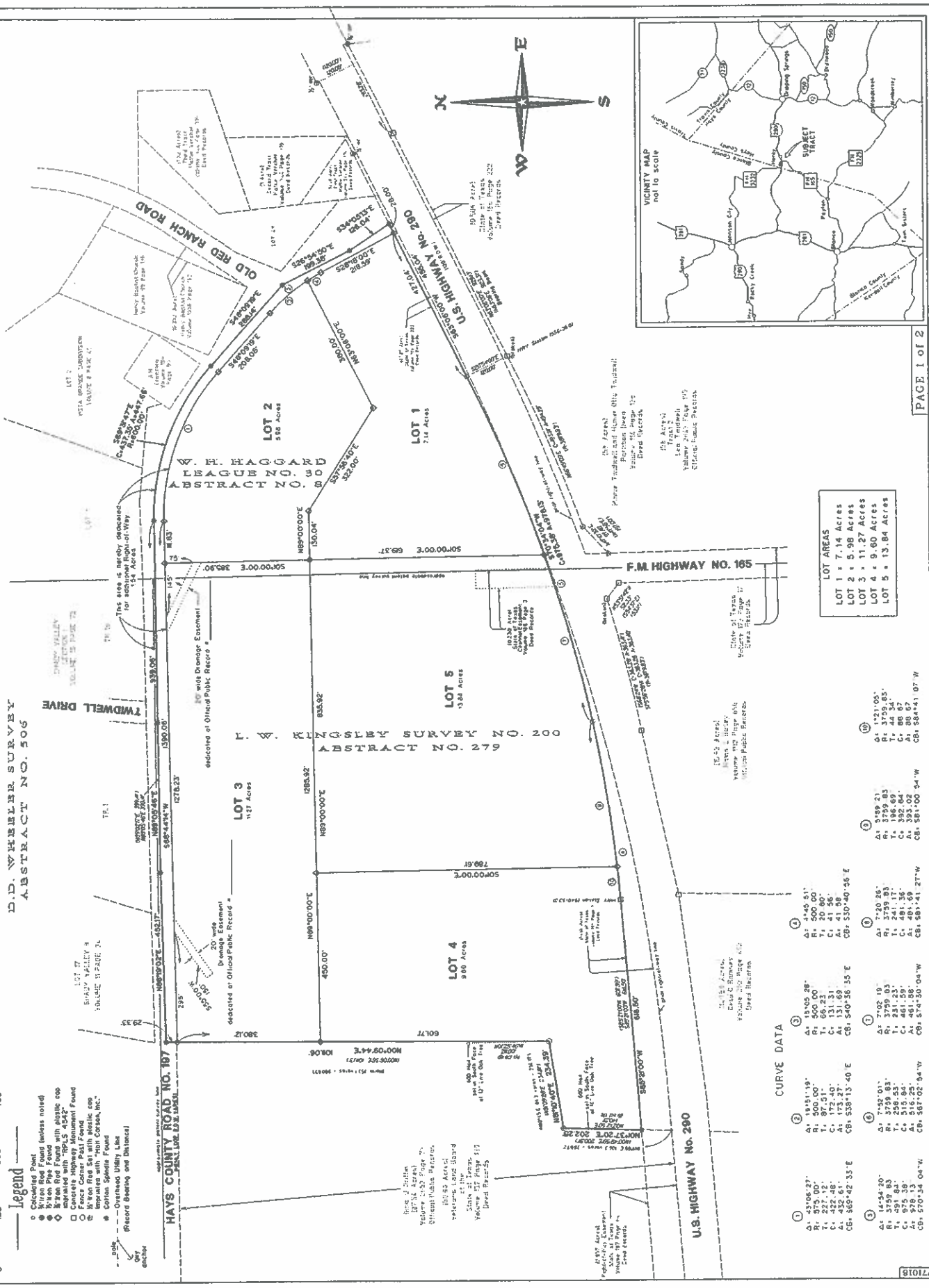
D.D. WHEELER SURVEY  
ABSTRACT NO. 506

SCALE: 1" = 160'

0 150 300 450

## Legend

- Corner Point
- Iron Rod Found (unless noted)
- Iron Pipe Found
- Iron Rod Found with elastic cap
- Concrete Highway Monument Found
- Fence Corner Post Found
- Iron Pipe Found with elastic cap
- Iron Rod Found with elastic cap
- Iron Rod Found with "Iron Cap"
- Cotton Spindle Found
- Overhead Utility Line
- Record Bearing and Distance
- 1/4" Section



## CURVE DATA

Curve No.	Δ	R	P	T	C	CB
1	43°06'27"	145.56	575.00	227.46	432.61	568°42'35"E
2	19°51'19"	500.00	500.00	171.00	171.00	538°13'40"E
3	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
4	4°45'51"	500.00	500.00	171.00	171.00	530°40'56"E
5	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
6	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
7	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
8	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
9	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E
10	19°05'28"	500.00	500.00	171.00	171.00	530°40'56"E



## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

**9:00 a.m. Every Tuesday**

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:**

**08-04-70 Lonesome Sage Subdivision. Discussion and possible action to consider approval of Preliminary Plan.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009.**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

**SUMMARY:**

**The proposed Lonesome Sage Subdivision a 1 lot (3.18 acre) subdivision located off of Creek Road in Precinct 4. Initially the 3.18 acre tract was divided as a financial severance for financing of a home. Although it was exempt from platting as a family exception, ownership of the property has now changed and will require a plat. There is no new infrastructure as the lot has 150 feet of direct frontage on Creek Road. Water Service is to be provided by existing individual water well and wastewater is to be provided by existing on site sewage facility.**



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

#### **AGENDA ITEM:**

**09-04-06 Henly Loop Subdivision, Section 1. Discussion and possible action to consider approval of Final Plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**The Henly Loop Subdivision is a proposed division of 102 acres of land on Henly Loop (RM 165) in Precinct 4. The division is divided into 2 sections with Highway 290 separating Section 1 from Section 2. Section 1 is located on the south side of Highway 290 and consists of 4 lots with acreages of 18.33 (lot 1), 13.4 (lot 2), 14.1 (lot 3), and 8.27 (lot 4). There is no new infrastructure being proposed as each lot has over 200 feet of frontage on an existing roadway, with 1 having dual access. Water service for each lot is to be provided by private/individual wells and wastewater service will be provided by individual OSSF's. There are no variances and the entire division is outside of the limits of any ETJ.**

# HENLY PROPERTIES SECTION ONE

THE STATE OF TEXAS  
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS  
THAT HARDY PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER  
OF 54.657 ACRES OF LAND OUT OF THE W.H. HAGGARD SURVEY ABSTRACT No. 8,  
IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED  
RECORDED IN VOLUME 2938 PAGE 850 OF THE OFFICIAL PUBLIC RECORDS OF  
HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND  
IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS  
**HENLY PROPERTIES SECTION ONE**  
SUBJECT TO ANY EASEMENTS AND/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 \_\_\_\_\_, A.D. 2009.

HARDY PROPERTIES, LLC., AN ARIZONA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
GORDON HARDY  
MANAGER

THE STATE OF \_\_\_\_\_  
THE COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED  
GORDON HARDY, AS MANAGER OF HARDY PROPERTIES, LLC,  
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO  
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE  
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN  
EXPRESSED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 2009.

NOTARY PUBLIC

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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 STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED  
TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH  
HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH

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

TOM FORREST, DIRECTOR  
HAYS COUNTY ENVIRONMENTAL HEALTH

Date

TOM POPE, FLOODPLAIN ADMINISTRATOR

Date

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
I, LINDA FRITSCHKE, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY  
THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009, THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR  
RECORD OF THIS PLAT AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF  
SAID COURT IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009.

LIZ SUMTER  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

LINDA FRITSCHKE  
COUNTY CLERK  
HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
I, LINDA FRITSCHKE, 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 \_\_\_\_\_, A.D. 2009, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF  
HAYS COUNTY, TEXAS, IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2009.

LINDA FRITSCHKE  
COUNTY CLERK  
HAYS COUNTY, TEXAS.

## NOTES:

1. E.T.J. NOTE  
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE MUNICIPAL LIMITS OR  
EXTRA-TERRITORIAL JURISDICTION OF ANY COMMUNITY.
2. EDWARDS AQUIFER NOTE:  
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER  
RECHARGE ZONE. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF  
THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. PLAT INFORMATION:  
TOTAL AREA : 54.66 Acres  
NUMBER OF LOTS 10 ACRES OR LARGER : 3  
NUMBER OF LOTS 5 ACRES TO 10 ACRES : 1  
NUMBER OF LOTS 2 ACRES TO 5 ACRES : 0  
NUMBER OF LOTS 1 ACRE TO 2 ACRES : 0  
NUMBER OF LOTS 1 ACRE OR SMALLER : 0
4. UTILITY INFORMATION  
WATER: Individual Water Well  
SEWER: Individual On-Site Sewage Facilities  
ELECTRICITY: Pedernales Electric Cooperative, Inc.  
TELEPHONE: Verizon
5. UTILITY NOTE:  
20' WIDE PUBLIC UTILITY EASEMENT ALONG ALL ROAD RIGHTS-OF-WAY  
10' WIDE PUBLIC UTILITY EASEMENT ALONG ALL INTERIOR LOT LINES
6. SCHOOL DISTRICT  
THIS SUBDIVISION LIES WITHIN THE JOHNSON CITY INDEPENDENT  
SCHOOL DISTRICT.
7. FLOODPLAIN NOTE:  
NO PORTION OF THIS SUBDIVISION IS WITHIN A SPECIAL FLOOD HAZARD  
AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
FLOOD INSURANCE RATE MAP PANEL 480321000F, DATED SEPTEMBER 2, 2005.
8. THERE ARE NO NEW PUBLIC STREETS BEING DEDICATED WITHIN THIS  
SUBDIVISION.
9. DRIVEWAY PERMIT NOTE:  
IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE  
CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT  
WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY  
DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY  
THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES  
THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE  
HAYS COUNTY SUBDIVISION REGULATIONS, AS AMENDED AND EFFECTIVE ON MAY 1, 2007.
10. ANY FUTURE SUBDIVISION OF LAND CONTAINED WITHIN THIS PLAT WILL COMPLY WITH  
THE WATER AVAILABILITY STUDY REQUIREMENTS AS CONTAINED IN ARTICLE 10, SECTION 3.2  
OF THE HAYS COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS AS AMENDED AND  
EFFECTIVE ON MAY 1, 2007.

STATE OF TEXAS  
COUNTY OF TRAVIS  
KNOW ALL MEN BY THESE PRESENTS:  
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,  
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE  
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT  
IS TRUE AND CORRECTLY MADE AND 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

HOLT CARSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166  
HOLT CARSON, INC.  
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

DATE

# HENLY PROPERTIES SECTION ONE

## Legend

- Iron Rod Found (unless noted)
- Iron Pipe Found
- Iron Rod Found with plastic cap imprinted with "TFLS 4542"
- Concrete Highway Monument Found
- 3" Metal Pipe Fence Post Found
- Iron Rod Found with plastic cap imprinted with "Hall Carson, Inc."
- ◆ Cotton Spindle Found
- Iron Rod Set with plastic cap imprinted with "Hall Carson, Inc."
- Overhead Utility Line (Record Bearing and Distance)
- pole
- Gray anchor

## CURVE DATA

- |   |  |  |  |
|---|--|--|--|
| ①<br>Δ: 7°17'56" (7°18')<br>R: 3879.83' (3879.83')<br>T: 247.48'<br>C: 493.91'<br>A: 494.24' (494.36')<br>CB: N66°25'09"E | ②<br>Δ: 12°55'07"<br>R: 1472.60'<br>T: 160.72'<br>C: 331.33'<br>A: 332.05'<br>CB: N5°11'44"E | ③<br>Δ: 48°41'12" (48°40'38")<br>R: 1392.80' (1392.39')<br>T: 630.05'<br>C: 1148.07' (1147.68')<br>A: 1183.35' (1182.94')<br>CB: N23°03'35"E (N17°17'31"W) | ④<br>Δ: 5°21'59" (5°22')<br>R: 3879.83' (3879.83')<br>T: 191.63'<br>C: 363.26' (363.28')<br>A: 363.40' (363.41')<br>CB: S75°56'20"W (S66°24'W) |
| ⑤<br>Δ: 6°55'27"<br>R: 1472.60'<br>T: 88.68'<br>C: 177.00'<br>A: 177.11'<br>CB: N8°12'34"E                                | ⑥<br>Δ: 6°01'40"<br>R: 1472.60'<br>T: 77.53'<br>C: 154.85'<br>A: 154.92'<br>CB: N1°45'01"E   |  |  |

SCALE: 1" = 150'



(75.62 Acres)  
Harris & Bailey  
Volume 1112 Page 654  
Official Public Records

L. W. KINGSLEY SURVEY NO. 200  
ABSTRACT NO. 279

(2537.93 Acres)  
James Strider and Barbara Strider  
Volume 981 Page 61  
Official Public Records

LOT 1  
18.33 Acres

W. H. HAUGARD LEAGUE NO. 30  
ABSTRACT NO. 8

LOT 2  
13.40 Acres

LOT 3  
14.09 Acres

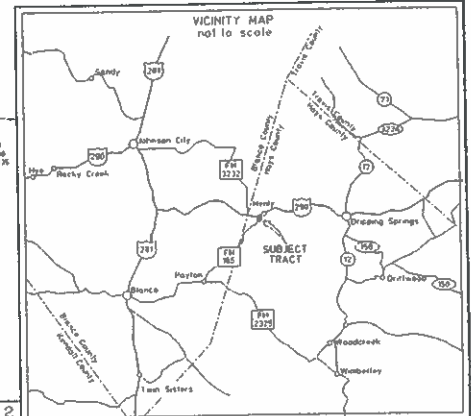
LOT 4  
8.27 Acres

(71.65 Acres)  
William A. King and David D. King  
Volume 179 Page 845  
Deed Records

LOT AREAS  
LOT 1 = 18.33 Acres  
LOT 2 = 13.40 Acres  
LOT 3 = 14.09 Acres  
LOT 4 = 8.27 Acres

HAYS COUNTY ROAD 190  
(CREEK ROAD)

191.5 Acres  
Lea Tinsley  
Volume 2662 Page 175  
Official Public Records



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

#### **AGENDA ITEM:**

**08-04-69 Replat of Lots 12 and 13, Bear Creek Estates. Discussion and possible action to consider approval of Preliminary Plan and call for Public Hearing on July 14, 2009.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009.**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**Bear Creek Estates is a 16 lot subdivision located off of 1826 in precinct 4. Currently lots 12 and 13 are 2.07 and 5.98 acres in size. The proposed division will create 3 new lots, 12A (1.708 acres), Lot 13A (3.194 acres), and 13B (3.160 acres). Lots 12A and 13A will have direct frontage onto White Hawk Circle and 13B will be accessed by a shared access driveway. Water Service is to be provided by LCRA (surface source) and wastewater will be provided by individual on site sewage facilities. Each lot is to be served by private wells and individual OSSF's. This is an increase in density and will require a public hearing under the Texas Local Government Code. There are no variances and the subdivision is in Dripping Springs ETJ.**



A SUBDIVISION IN HAYS COUNTY, TEXAS  
VOLUME 2, PAGE 98, HAYS COUNTY PLAT RECORDS

FROM THE NEW YORK PUBLIC LIBRARY, ASTOR LENOX AND TILDEN FOUNDATIONS  
300 FIFTH AVENUE, NEW YORK, N. Y. 10010

YANA BEAVER  
8000 WHITE MARK CIRCLE  
AUSTIN, TX 78737

STATE OF TEXAS  
COUNTY OF HAYS  
BEFORE ME, the undersigned authority, on this day personally appeared, Tim Brown and Tina Moore, known to me as the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and considerations therein stated.

SWORN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2004

NOTARY PUBLIC in and for Meigs County, Tennessee

1. Under Writings, County Clerk of Hays County, Texas, do hereby certify that as the \_\_\_\_\_ day of \_\_\_\_\_, 2008, the Commissioners Court of Hays County, Texas passed an order authorizing the filing heretofore of this writ and that said order has been duly entered in the minutes of said Court in Book \_\_\_\_\_ Page(s) \_\_\_\_\_.

Witness my hand and seal of the County Clerk of said County this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

Lib. Sumlar, County Judge, Meigs County, Texas

CITY COUNCIL APPROVAL  
STATE OF TEXAS  
CITY OF DRYDEN SPRINGS, TEXAS  
HAYS COUNTY, TEXAS

JO ANN TOUCHSTONE, City Secretary

**1000 Purell, Wagon**

Linda Fritzsche, County Clerk, Mayo County, Texas

I, Larkin Williams, Clerk of House County, Texas, do hereby certify foregoing statement of writing by its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2008 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., said entry recorded as the \_\_\_\_\_ page(s) of \_\_\_\_\_ Page(s).

\_\_\_\_\_ and State, in full from No. \_\_\_\_\_

Witness my hand and seal of office of said County Clerk, this \_\_\_\_ day of \_\_\_\_\_ A.D. 2008.

Witness my hand and seal of office of this County Court, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2012.

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION

[illegible]

### Production, Transportation, and Processing Drives

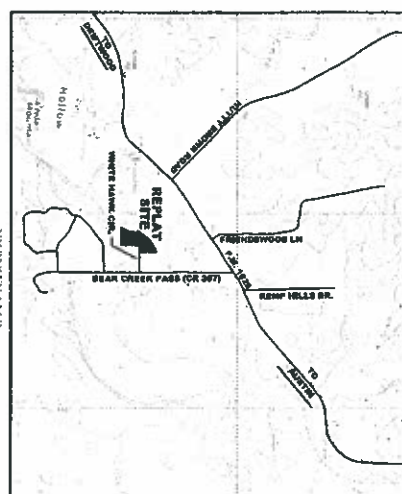
Tom Page, Mayo County Fiscal/Gen. Administrator	Don
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STATE OF TEXAS  
COUNTY OF HAYES

KNOW ALL MEN BY THESE PRESENTS, That I, AUGUST J. POIN, Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly reads and is proposed to be on actual survey of the premises, made under my supervision on the ground and the corner monuments were found as properly placed under my supervision.

R.P.L.S., 60308, State of Tennessee

LOT SIZE CATEGORIES	
10 ACRES OR LARGER	0 LOTS
LONGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES	0 LOTS
2.00 ACRES OR LONGER UP TO 5.0 ACRES	2 LOTS
LONGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES AND SMALLER THAN 1.00 ACRE	1 LOT



1. The watershed lies within the boundaries of the Barton Creek segment of the Contributing Zone to the Edwards Aquifer.

- [illegible]

**DRYWOOD SURVEYING**  
Professional Land Surveys - Serving the NW Country  
P.O. Box 379  
Winnipeg, TX 79096  
PH: (512) 642-7222 FAX (512) 642-7372  
PHSD NO. HC-40068  
SHEET 1 OF 2



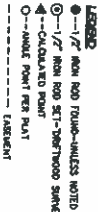
A SUBDIVISION IN HAYS COUNTY, TEXAS



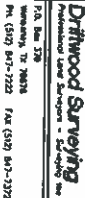
LINE	LENGTH	BEARING
L10	17.69"	S070°31.14'W
L11	61.69"	S57°25.51'N
L12	100.61"	S50°51.23'W
L13	173.17"	N32°46.37'W
L14	122.31"	N34°54.56'W
L15	37.06"	N087°10.59'E
L16	30.76"	S087°10.71'E
L17	162.96"	N66°49.18'E
L18	132.49"	N65°25.03'E
L19	78.31"	S09°17.16'E
L20	505.06"	S02°43.10'W
L21	56.44"	S41°48.53'W
L22	66.97"	S19°23.43'W
L23	125.69"	S44°33.01'E



**VOL. 2, PA. 98 H.C.P.R.**



100



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:**

**07-4-53 Blackstone Vineyard Subdivision. Discussion and possible action to consider approval of Preliminary Plan.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

**SUMMARY:**

**Blackstone Vineyard is a proposed subdivision of 210 acres of land located at the Hays/Travis County Line in Precinct 4. The development consists of 160 lots (158 residential and 2 common) with an average lot size of 1.31 acres. Each lot is to be served by LCRA (surface source) and individual OSSF's. The developer has agreed to plat restrict the property to prevent the drilling of any new wells for any use. There is currently 1 well located on the property that will be used for a community garden after construction. Additionally the developer has plat restricted the wastewater disposal to subsurface disposal only. A portion of the property is located in the ETJ of the City of Austin. Therefore the division will have to meet the plat requirements for the City of Austin as well as Travis and Hays counties.**







[illegible]

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Year	Ranking	Rating
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1993	4	85
1994	5	80
1995	6	75
1996	7	70
1997	8	65
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1999	10	55
2000	11	50
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2008	19	10
2009	20	5

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2007-12	1,000,000	21
2008-01	1,000,000	21
2008-02	1,000,000	21
2008-03	1,000,000	21
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2012-09	1,000,000	21

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1. *STAFF COMPUTER FUNCTIONALITY TO CONSTITUTE AS A*

[illegible]

4. M. L. RICHMOND / DE GRUYTER  
THE-VEBOWE LUNDA, AND PER

2. "GREAT" COMPANIES  
 3. "GREAT" COMPANIES  
 4. "GREAT" COMPANIES

FOR FINAL APPROVAL  
 CONTRACTING AGENCIES  
 USE ONLY  
 1. NO REVISIONS ALLOWED

$\Sigma(AAB)AAB^T \sim (C^T AC)^T A$  1.37

Received 15 October 2008; accepted 12 November 2008

**Cedillos & Wilson, LLC**  
Environmental Consulting Engineers

**WINKLEY ENGINEERING, INC.**  
CIVIL, SHOPPING & CONSULTING SERVICES

PRELIMINARY PLAN  
**BLACKSTONE VINEYARD**  
CITY OF AUSTIN  
TRAVIS/HAYS COUNTIES, TEXAS

PRELIMINARY PLAN  
GENERAL NOTES AND TABLES

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:**

**Discussion and possible action to allow conveyance of a portion of a 5.7 acre tract of land located in precinct 3 without preparing a subdivision plat, pursuant to section 232.0015(j) of the Texas Local Government Code.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

**SUMMARY:**

**Hays County is in the process of purchasing a 1.47 acre tract of land from Paul Dunn. The intended use of this property is planned as a recreation trail for use by the citizens of Hays County. The trail will begin at RR 12 and Winters Mill Parkway and connects to the Blue Hole Pak project.**

**An exception to the plat requirement under section 232.0015 (j) of the local government code is being sought to allow the property exchange and not delay development of the property any longer. This exception will eventually require a plat to be prepared in compliance with local rules. The property will not meet Hays County requirements for a residential lot and will likely be completely covered by recreation and/or conservation easements. Staff will begin drafting easement language and working on a subdivision plat in a timeline decided by the Court. The language from 232.0015(j) is below.**

**(j) A county may not require the owner of a tract of land located outside the limits of a municipality who divides the tract into two parts to have a plat of the subdivision prepared if:**

**(1) the owner does not lay out a part of the tract described by Section 232.001(a)(3); and**



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

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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**0.078 ACRES**  
**HAYS COUNTY, TEXAS**

0.078 ACRES (APPROXIMATELY 3,406 SQ. FT.) IN THE J.W. KELLEY SURVEY NO. 6, ABSTRACT NO. 277 IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 5.67 ACRE TRACT OF LAND CONVEYED TO PAUL DUNN AND MARY DUNN IN A GENERAL WARRANTY DEED DATED APRIL 24, 2009 AND RECORDED IN VOLUME 3645, PAGE 599 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, WHICH IS IN CONFLICT WITH A PORTION OF A 50.60 ACRE TRACT OF LAND CONVEYED TO SARAH J. JOHNSON IN A PARTITION DEED DATED FEBRUARY 20, 1999 AND RECORDED IN DOCUMENT NO. 9908522 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.078 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a concrete highway monument found in the west right-of-way line of R.M. 3237 (right-of-way width varies) at highway station 66+33, 114' left, being the southwest corner of the said 5.67 acre tract, being also in the east line of the said 50.60 acre tract, from which a concrete highway monument found in the west right-of-way line of R.M. 3237 at highway station 64+93.25, 80.5' left, being in the east line of a 44.61 acre tract described in Volume 3242, Page 122 of the Deed Records of Hays County, Texas, bears South 01°21'39" East, a distance of 91.92 feet;

**THENCE** North 00°57'45" West with the west line of the said 5.67 acre tract and over and across the said 50.60 acre tract, a distance of 898.03 feet to a fence post found in the east line of the said 50.60 acre tract;

**THENCE** with the east line of the said 50.60 acre tract and over and across the said 5.67 acre tract, the following five (5) courses and distances:

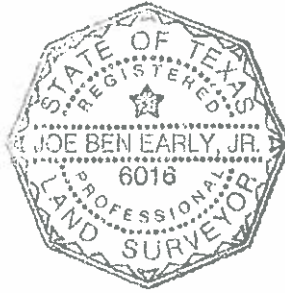
1. South 01°56'39" East, a distance of 239.91 feet to a 15" cedar found;
2. South 02°35'07" East, a distance of 177.06 feet to a fence post found;
3. South 00°21'46" West, a distance of 104.55 feet to a calculated point;
4. South 00°42'37" West, a distance of 162.41 feet to a calculated point;
5. South 00°26'14" East, a distance of 214.30 feet to the **POINT OF BEGINNING**, containing 0.078 acres of land, more or less.

Page 2

Surveyed on the ground in January 28, 2009. Bearing basis Grid azimuth for Texas South Central Zone state plane coordinates, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Survey Drawing 501-004-1.5AC.

*JBE 5/20/09*

Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016







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

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**1.470 ACRES  
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 1.470 ACRES (APPROXIMATELY 64,023 SQ. FT.) IN THE J.W. KELLEY SURVEY NO. 6, ABSTRACT NO. 277 IN HAYS COUNTY, TEXAS, BEING A PORTION OF 5.67 ACRE TRACT OF LAND CONVEYED TO PAUL DUNN AND MARY DUNN IN A GENERAL WARRANTY DEED DATED APRIL 24, 2009 AND RECORDED IN VOLUME 3645, PAGE 599 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.470 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a concrete highway monument found in the west right-of-way line of R.M. 3237 (right-of-way width varies) at highway station 66+33, 114' left, being the southwest corner of the said 5.67 acre tract, being also in the east line of a 50.60 acre tract described in Document No. 9908522 of the Official Public Records of Hays County, Texas, from which a concrete highway monument found in the west right-of-way line of R.M. 3237 at highway station 64+93.25, 80.5' left, being in the east line of a 44.61 acre tract described in Volume 3242, Page 122 of the Deed Records of Hays County, Texas, bears South 01°21'39" East, a distance of 91.92 feet;

**THENCE** with the east line of the said 50.60 acre tract and over and across the said 5.67 acre tract, the following five (5) courses and distances:

1. North 00°26'14" West, a distance of 214.30 feet to a calculated point;
2. North 00°42'37" East, a distance of 162.41 feet to a calculated point;
3. North 00°21'46" East, a distance of 104.55 feet to a fence post found;
4. North 02°35'07" West, a distance of 177.06 feet to a 15" cedar found;
5. North 01°56'39" West, a distance of 239.91 feet to fence post found in the west line of the said 5.67 acre tract;

**THENCE** North 02°24'13" West with the west line of the said 5.67 acre tract and the east line of the said 50.60 acre tract, a distance of 111.59 feet to a 1/2" rebar with Chaparral cap set in the southwest right-of-way line of Winters Mill Parkway (226' right-of-way width) as described in Volume 2666, Page 281 of the Deed Records of Hays County, Texas, being the northernmost corner of the said 5.67 acre tract, from which a 1/2" rebar with Hays County aluminum cap found, bears North 02°24'13" West, a distance of 0.44 feet, and a 1/2" rebar with Hays County aluminum cap found in the

southwest right-of-way line of Winters Mill Parkway, bears with a curve to the right, having a radius of 3126.00 feet, a delta angle of 28°38'19", an arc length of 1562.50', and a chord which bears North 29°16'01" West, a distance of 1546.28 feet;

**THENCE** with the southwest right-of-way line of Winters Mill Parkway and the northeast line of the said 5.67 acre tract, with a curve to the left, having a radius of 3126.00 feet, a delta angle of 00°43'31", an arc length of 39.57 feet, and a chord which bears South 43°56'56" East, a distance of 39.57 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with Hays County aluminum cap found in the southwest right-of-way line of Winters Mill Parkway, being in the northeast line of the said 5.67 acre tract, bears with a curve to the left, having a radius of 3126.00 feet, a delta angle of 03°44'14", an arc length of 203.90 feet, and a chord which bears South 46°10'48" East, a distance of 203.86 feet;

**THENCE** over and across the said 5.67 acre tract, the following nine (9) courses and distances:

1. South 03°41'36" East, a distance of 39.23 feet to a 1/2" rebar with Chaparral cap set;
2. South 01°32'30" East, a distance of 281.09 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 42.63 feet, a delta angle of 83°12'01", an arc length of 61.90 feet, and a chord which bears South 47°42'56" East, a distance of 56.60 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 134.35 feet, a delta angle of 53°56'15", an arc length of 126.47 feet, and a chord which bears South 60°39'54" East, a distance of 121.85 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the right, having a radius of 97.94 feet, a delta angle of 51°01'47", an arc length of 87.23 feet, and a chord which bears South 05°23'53" East, a distance of 84.37 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 363.54 feet, a delta angle of 20°26'10", an arc length of 129.67 feet, and a chord which bears South 31°19'41" West, a distance of 128.98 feet to a cotton spindle with Chaparral washer set;
7. With a curve to the left, having a radius of 273.07 feet, a delta angle of 34°06'54", an arc length of 162.59 feet, and a chord which bears South 27°46'03" West, a distance of 160.20 feet to a 1/2" rebar with Chaparral cap set;

8. With a curve to the left, having a radius of 767.84 feet, a delta angle of  $07^{\circ}12'40''$ , an arc length of 96.64 feet, and a chord which bears South  $03^{\circ}11'25''$  West, a distance of 96.58 feet to a 1/2" rebar with Chaparral cap set;
9. South  $00^{\circ}21'17''$  East, a distance of 131.01 feet to a concrete highway monument found in the west right-of-way line of R.M. 3237 at highway station 66+42.5, 88.7' left, being an angle point in the south line of the said 5.67 acre tract, from which a concrete highway monument found in the southeast right-of-way line of R.M. 3237 at highway station 67+00, 50' right, bears South  $88^{\circ}57'20''$  East, a distance of 150.39 feet;

**THENCE** North  $89^{\circ}13'08''$  West with the west right-of-way line of R.M. 3237 and the south line of the said 5.67 acre tract, a distance of 27.56 feet to the **POINT OF BEGINNING**, containing 1.470 acres of land, more or less.

Surveyed on the ground in May 19, 2009. Bearing basis Grid azimuth for Texas South Central Zone state plane coordinates, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Survey Drawing 501-004-1.5AC.

*Jf 5/20/09*  
Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve specifications for RFP for Automated Tax Collection System for the Tax Office and authorize purchasing to solicit for proposal and advertise.**

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

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** \$150,000<sup>00</sup>

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Caraway

**SPONSORED BY:**

**SUMMARY:**

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Approve specifications and funding for RFP Automated Tax Collection System for the Tax Office and authorize purchasing to solicit for proposal and advertise.

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$150,000 Unbudgeted

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_ N/A \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_ N/A \_\_\_\_\_

**COMMENTS:** This expenditure is not budgeted & the CC will need to determine where the funding is coming from. I would think this action needs to be in conjunction with any action CAD may take or the software needs to interface with CAD'S software.

Bill Herzog

## SPECIAL COUNSEL

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## COMMISSIONERS' COURT

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## COUNTY JUDGE

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve award of RFP#2009-P08 "Scanning & Indexing/Tax Office" to ArcaSearch.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Caraway**

**SPONSORED BY: SUMTER**

**SUMMARY: (see attached tabulation) Purchasing received four (4) proposals with ArcaSearch providing lowest and best pricing.**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to approve award of RFP #2009-P08 "Scanning & Indexing/Tax Office" to ArcaSearch for \$82,982.00 and amend the budget accordingly.

**PREFERRED MEETING DATE REQUESTED:** June 2, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$82,982.00 09-444-5215

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_ Yes \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_



**TABULATION FOR RFP #2009-P08**  
**SCANNING AND INDEXING /TAX OFFICE**

<b>ARCASEARCH</b>	<b>\$82,982.00</b>	<b>(Will perform all necessary functions at Tax Office)</b>
<b>DOCUDATA</b>	<b>\$102,000.00</b>	<b>(Will need to transport some files to Austin)</b>
<b>IMAGE TEK</b>	<b>\$102,000.00</b>	<b>(Will need to transport files to Waco)</b>
<b>ACS</b>	<b>\$254,650.00</b>	<b>(Will perform all necessary functions on site)</b>
<b>SRI HIST INC</b>	<b>Could not figure out a total price according to figures given. Did not include pricing for all services required. (non-responsive)</b>	

**It is the recommendation to award to ARCASEARCH.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to award and execute the construction contract for the Cedar Oak Mesa Water System Improvement project to Du-Mor Enterprises, Inc., the apparent low bidder.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: \$141,410 –ORCA grant and Cedar Oak Mesa WSC – no County funds**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 53-760-5613**

**REQUESTED BY: Hauff/Maiorka**

**SPONSORED BY: Conley**

#### **SUMMARY:**

**On May 12, 2009 the Commissioners Court authorized the solicitation of bids for the Cedar Oaks Mesa Water Line Improvements project based upon plans and specifications prepared by the engineering firm of Hejl, Lee & Associates, Inc. A total of 15 contractors responded with bid packages by the due date of May 28, 2009 and the firm of DuMor Enterprises, Inc., with a bid in the amount of \$141,410, is recommended for approval for the project (see attached memo and bid tabulation).**

**The project is funded by a grant from the Office of Rural Community Affairs and matching funds from the Cedar Oak Mesa Water Supply Corporation. No County funds are involved in the project.**

HEJL, LEE &  
ASSOCIATES, INC.

DANIEL P. HEJL, JR.

P.E., R.P.L.S., AICP

CHIEN Y. LEE

P.E., R.P.L.S., AICP

ENGINEERING

SURVEYING

PLANNING

321 ED SCHMIDT BLVD., SUITE 100  
HUTTO, TEXAS 78634

PHONE

512-642-3292

FAX

512-642-4230

E-MAIL

hlainc@austin.rr.com

# MEMORANDUM

TO: Honorable Liz Sumter, County Judge, Hays County  
FROM: Chien Lee, P.E., R.P.L.S., AICP *Chien*  
DATE: May 29, 2009  
PROJECT: Cedar Oaks Mesa Water Line Improvements  
RE: HLA Project No. 35017  
SUBJECT: Bid Opening & Recommendation of Award

This memorandum is to provide an update of the status of bid opening and recommendation of award of the contract for the above referenced project.

The bid opening of the above referenced project was conducted on May 28, 2009 at 2:00 p.m. at the Hays County Courthouse. Fifteen (15) contractors participated in the bidding of the project. Du-Mor Enterprises, Inc. of San Antonio, Texas was the apparent low bidder. A bidders' tabulation has been attached for your information. The following is a summary of their bids:

<u>Contractor</u>	<u>Bid Amount</u>
Du-Mor Enterprises, Inc.	\$ 141,410.00
C.A.S. Construction, Inc.	153,557.50
DC Construction Co	178,745.00
Patin Construction, LLC	180,258.00
Etech Construction Inc.	182,921.40
Smith Constructing Co., Inc.	188,780.00
Rockin Q Construction LLC	202,190.00
Qro Mex Construction Co. Inc	204,730.00
SBS Construction, Inc	215,566.00
Royal Vista, Inc.	215,635.00
Brazos Valley Utilities, Inc	216,820.00
Wauters Engineering, LLC	226,582.00
Lowden Excavating, Inc.	265,647.90
Texas Hill Country Water Service, LLC	271,082.56
Herschap Backhoe & Ditching, Inc.	327,668.00

After reviewing the bid results and checking on references of Du-Mor Enterprises, Inc.'s performance on previous projects, HLA recommends the County discuss and consider awarding the Cedar Oaks Mesa Water Line Improvements project to Du-Mor Enterprises, Inc. in the amount of \$141,410.00, plus \$14,141.00 to be used as a contingency fund for change orders, for a total project authorization of \$155,551.00.

AWARD.WOR

TCC

Upon the award of the proposed contract, HLA will coordinate with the contractor to prepare contract documents for execution and schedule a pre-construction meeting with interested parties.

We look forward to the continuing progress of this project. If you have any questions about this project, please do not hesitate to contact our office.

Attachment: Bid Tabulation

Cc: Mr. Don Connally, Manager, Cedar Oaks Mesa W.S.C.  
Ms. Judy Langford, Langford Community Management Service

**HAYS COUNTY**  
**CEDAR OAKS MESA WATER LINE IMPROVEMENTS**  
**BIDDER'S TABULATION**

HLA PROJECT NO. 35017

BID DATE, TIME & LOCATION: MAY 28, 2009, 2:00 P.M. @ Hays County Courthouse

PREPARED: 5/29/09

NO.	DESCRIPTION	UNIT	QTY	Du-Mor Enterprises, Inc.		C.A.S. Construction, Inc.		DC Construction Co.		Patin Construction, LLC		E-Tech Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	8" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	2,420	\$ 25.00	\$ 60,500.00	\$ 24.50	\$ 59,290.00	\$ 37.00	\$ 89,540.00	\$ 40.00	\$ 96,800.00	\$ 28.70	\$ 69,454.00
2	6" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	350	22.00	7,700.00	22.95	8,032.50	38.00	13,300.00	35.00	12,250.00	23.82	8,337.00
3	8" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	4	995.00	3,980.00	1,320.00	5,280.00	720.00	2,880.00	1,800.00	7,200.00	2,247.75	8,991.00
4	6" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	3	700.00	2,100.00	995.00	2,985.00	470.00	1,410.00	1,200.00	3,600.00	1,566.00	4,998.00
5	2" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	1	425.00	425.00	700.00	700.00	305.00	305.00	600.00	600.00	941.40	941.40
6	FIRE HYDRANT ASSEMBLY, INCLUDING LEAD PIPE, VALVE AND FITTINGS	EA.	6	3,300.00	19,800.00	3,550.00	21,300.00	2,400.00	14,400.00	3,500.00	21,000.00	3,800.00	22,800.00
7	CONNECT TO EXISTING WATER LINE, INCLUDING FITTINGS	EA.	6	700.00	4,200.00	520.00	3,120.00	270.00	1,620.00	150.00	900.00	3,000.00	18,000.00
8	RECONNECT EXISTING WATER SERVICE, INCLUDING PIPE, VALVES AND FITTINGS	EA.	35	350.00	12,250.00	390.00	13,650.00	225.00	7,875.00	300.00	10,500.00	900.00	31,500.00
9	LOCATE AND ABANDON EXISTING WATER LINES	L.S.	1	625.00	625.00	475.00	475.00	450.00	450.00	2,500.00	2,500.00	400.00	400.00
10	EXCAVATION SAFETY SYSTEM, ALL DEPTH	L.F.	2,770	1.00	2,770.00	1.00	2,770.00	0.50	1,385.00	0.40	1,108.00	0.30	831.00
11	TRAFFIC CONTROLS AND BARRICADES	L.S.	1	1,300.00	1,300.00	3,500.00	3,500.00	1,550.00	1,550.00	2,500.00	2,500.00	769.00	769.00
12	ASPHALT PAVEMENT REPAIR	L.F.	2,640	7.00	18,480.00	8.25	21,780.00	14.50	38,280.00	5.00	13,200.00	5.00	13,200.00
13	TREE PROTECTION, TRIMMING AND REMOVAL	L.S.	1	1,565.00	1,565.00	2,875.00	2,875.00	1,000.00	1,000.00	600.00	600.00	600.00	600.00
14	RELOCATE EXIST. UTILITIES, FENCES, MAILBOXES, SIGNS AND OTHER MISCELLANEOUS ITEMS AS NECESSARY	L.S.	1	2,000.00	2,000.00	2,700.00	2,700.00	750.00	750.00	1,500.00	1,500.00	600.00	600.00
15	PERMANENT/TEMPORARY EROSION CONTROL, INCLUDING SILT FENCE AND ROCK BERM	L.S.	1	2,150.00	2,150.00	2,350.00	2,350.00	2,000.00	2,000.00	2,000.00	2,000.00	900.00	900.00
16	CLEANUP, RESTORATION, AND REVEGETATION	L.S.	1	1,565.00	1,565.00	2,750.00	2,750.00	2,000.00	2,000.00	4,000.00	4,000.00	600.00	600.00
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>141,410.00</b>	<b>\$</b>	<b>153,557.50</b>	<b>\$</b>	<b>178,745.00</b>	<b>\$</b>	<b>180,258.00</b>	<b>\$</b>	<b>182,921.40</b>

**HAYS COUNTY**  
**CEDAR OAKS MESA WATER LINE IMPROVEMENTS**  
**BIDDER'S TABULATION**

HIA PROJECT NO.35017

BID DATE, TIME & LOCATION: MAY 28, 2009, 2:00 P.M. @ Hays County Courthouse

PREPARED: 5/29/09

NO.	DESCRIPTION	UNIT	QTY	Smith Contracting Co., Inc.		Rockin Q Construction, LLC		Qro Mex Construction Co. Inc.		SBS Construction, Inc.		Royal Vista, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	8" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	2,420	\$ 24.00	\$ 58,080.00	\$ 25.00	\$ 60,500.00	\$ 32.00	\$ 77,440.00	\$ 45.00	\$ 108,900.00	\$ 30.00	\$ 72,600.00
2	6" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	350	15.00	5,250.00	20.00	7,000.00	26.00	9,100.00	40.00	14,000.00	27.00	9,450.00
3	8" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	4	1,500.00	6,000.00	1,000.00	4,000.00	930.00	3,720.00	1,000.00	4,000.00	850.00	3,400.00
4	6" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	3	1,000.00	3,000.00	800.00	2,400.00	700.00	2,100.00	800.00	2,400.00	675.00	2,025.00
5	2" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	1	500.00	500.00	400.00	400.00	400.00	400.00	450.00	450.00	275.00	275.00
6	FIRE HYDRANT ASSEMBLY, INCLUDING LEAD PIPE, VALVE AND FITTINGS	EA.	6	3,000.00	18,000.00	3,350.00	20,100.00	3,000.00	18,000.00	4,000.00	24,000.00	2,750.00	16,500.00
7	CONNECT TO EXISTING WATER LINE, INCLUDING FITTINGS	EA.	6	1,500.00	9,000.00	750.00	4,500.00	1,800.00	10,800.00	1,000.00	6,000.00	475.00	2,850.00
8	RECONNECT EXISTING WATER SERVICE, INCLUDING PIPE, VALVES AND FITTINGS	EA.	35	1,000.00	35,000.00	1,000.00	35,000.00	700.00	24,500.00	300.00	10,500.00	500.00	17,500.00
9	LOCATE AND ABANDON EXISTING WATER LINES	L.S.	1	5,000.00	5,000.00	3,000.00	3,000.00	5,000.00	5,000.00	2,000.00	2,000.00	650.00	650.00
10	EXCAVATION SAFETY SYSTEM, ALL DEPTH	L.F.	2,770	1.00	2,770.00	1.00	2,770.00	1.00	2,770.00	2.00	5,540.00	0.50	1,385.00
11	TRAFFIC CONTROLS AND BARRICADES	L.S.	1	3,500.00	3,500.00	3,000.00	3,000.00	3,500.00	3,500.00	3,000.00	3,000.00	5,000.00	5,000.00
12	ASPHALT PAVEMENT REPAIR	L.F.	2,640	12.00	31,680.00	18.00	47,520.00	10.00	26,400.00	10.90	28,776.00	25.00	66,000.00
13	TREE PROTECTION, TRIMMING AND REMOVAL	L.S.	1	2,000.00	2,000.00	1,500.00	1,500.00	6,000.00	6,000.00	1,000.00	1,000.00	2,000.00	2,000.00
14	RELOCATE EXIST. UTILITIES, FENCES, MAILBOXES, SIGNS AND OTHER MISCELLANEOUS ITEMS AS NECESSARY	L.S.	1	2,000.00	2,000.00	2,500.00	2,500.00	5,000.00	5,000.00	2,000.00	2,000.00	5,000.00	5,000.00
15	PERMANENT/TEMPORARY EROSION CONTROL, INCLUDING SILT FENCE AND ROCK BERM	L.S.	1	2,000.00	2,000.00	3,000.00	3,000.00	5,000.00	5,000.00	1,000.00	1,000.00	4,000.00	4,000.00
16	CLEANUP, RESTORATION, AND REVEGETATION	L.S.	1	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	2,000.00	2,000.00	7,000.00	7,000.00
<b>TOTAL AMOUNT BID</b>				\$	188,780.00	\$	202,190.00	\$	204,730.00	\$	215,566.00	\$	215,635.00

**HAYS COUNTY**  
**CEDAR OAKS MESA WATER LINE IMPROVEMENTS**  
**BIDDER'S TABULATION**

HIA PROJECT NO. 35017

BID DATE, TIME & LOCATION: MAY 28, 2009, 2:00 P.M. @ Hays County Courthouse

PREPARED: 5/29/09

NO.	DESCRIPTION	UNIT	QTY	Brazos Valley Utilities, Inc.		Wauters Engineering, LLC		Lowden Excavating, Inc		Texas Hill Country Water Services, LLC		Herschap Beckhoe & Ditching, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	8" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	2,420	\$ 34.00	\$ 82,280.00	\$ 32.00	\$ 77,440.00	\$ 59.95	\$ 145,079.00	\$ 41.74	\$ 101,010.80	\$ 73.00	\$ 176,660.00
2	6" PVC C-900 WATER LINE, INCLUDING FITTINGS	L.F.	350	32.00	11,200.00	28.00	9,800.00	42.83	14,990.50	63.38	22,183.00	70.00	24,500.00
3	8" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	4	1,300.00	5,200.00	2,675.00	10,700.00	1,038.00	4,152.00	2,484.34	9,937.35	1,500.00	6,000.00
4	6" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	3	1,000.00	3,000.00	1,000.00	3,000.00	768.00	2,304.00	1,834.75	5,504.25	1,200.00	3,600.00
5	2" GATE VALVE, INCLUDING VALVE BOX, RISER, STEM, AND LID	EA.	1	900.00	900.00	700.00	700.00	483.00	483.00	1,167.22	1,167.22	750.00	750.00
6	FIRE HYDRANT ASSEMBLY, INCLUDING LEAD PIPE, VALVE AND FITTINGS	EA.	6	3,400.00	20,400.00	3,350.00	20,100.00	3,034.00	18,204.00	5,142.94	30,857.64	4,000.00	24,000.00
7	CONNECT TO EXISTING WATER LINE, INCLUDING FITTINGS	EA.	6	550.00	3,300.00	1,070.00	6,420.00	1,639.00	9,834.00	2,316.50	13,899.00	2,000.00	12,000.00
8	RECONNECT EXISTING WATER SERVICE, INCLUDING PIPE, VALVES AND FITTINGS	EA.	35	550.00	19,250.00	750.00	26,250.00	545.00	19,075.00	811.03	28,386.05	1,200.00	42,000.00
9	LOCATE AND ABANDON EXISTING WATER LINES	L.S.	1	3,000.00	3,000.00	3,000.00	3,000.00	2,359.00	2,359.00	1,427.31	1,427.31	1,500.00	1,500.00
10	EXCAVATION SAFETY SYSTEM, ALL DEPTH	L.F.	2,770	1.00	2,770.00	1.00	2,770.00	0.46	1,274.20	0.77	2,132.90	0.40	1,108.00
11	TRAFFIC CONTROLS AND BARRICADES	L.S.	1	5,000.00	5,000.00	2,200.00	2,200.00	2,070.00	2,070.00	1,973.13	1,973.13	3,600.00	3,600.00
12	ASPHALT PAVEMENT REPAIR	L.F.	2,640	18.00	47,520.00	19.30	50,952.00	12.73	33,607.20	16.74	44,193.60	10.00	26,400.00
13	TREE PROTECTION, TRIMMING AND REMOVAL	L.S.	1	2,000.00	2,000.00	3,900.00	3,900.00	544.00	544.00	1,691.25	1,691.25	750.00	750.00
14	RELOCATE EXIST. UTILITIES, FENCES, MAILBOXES, SIGNS AND OTHER MISCELLANEOUS ITEMS AS NECESSARY	L.S.	1	2,000.00	2,000.00	3,300.00	3,300.00	575.00	575.00	1,775.30	1,775.30	1,200.00	1,200.00
15	PERMANENT/TEMPORARY EROSION CONTROL, INCLUDING SILT FENCE AND ROCK BERM	L.S.	1	5,000.00	5,000.00	3,750.00	3,750.00	7,337.00	7,337.00	2,125.00	2,125.00	2,100.00	2,100.00
16	CLEANUP, RESTORATION, AND REVEGETATION	L.S.	1	4,000.00	4,000.00	2,300.00	2,300.00	3,760.00	3,760.00	2,818.75	2,818.75	1,500.00	1,500.00
TOTAL AMOUNT BID				\$	216,820.00	\$	226,582.00	\$	265,647.90	\$	271,082.56	\$	377,668.00



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to approve the purchase of computer equipment for the new accounting software and amend the budget if necessary.**

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

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: \$28,202**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 01-414-5712**

**REQUESTED BY: Herzog**

**SPONSORED BY: Sumter**

**SUMMARY: See attached list of equipment. We currently have \$16,000 left for equipment in line item 01-414-5712 (Financial System). There is another \$9,000 available in that line item that was budgeted for conversion costs which we are no longer going to use because we are going to enter the information by hand. The remaining amount of \$3,202 could be amended for at a later date if there are no additional savings once the project is completed.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve the purchase of computer equipment for the new accounting software and amend the budget if necessary.

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$28,202    01-414-5712

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_\_ Yes \_\_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_ Yes \_\_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

**From:** Jeff McGill  
**Sent:** Thursday, May 21, 2009 4:13 PM  
**To:** Bill Herzog; Marisol Alonzo  
**Subject:** Equipment/Software Pricing

Bill, Marisol,

Here is the pricing. Will need to add the Adobe also. It is 123.00 x 15 = 1845.00

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
<a href="#">Fujitsu fi 6140 - document scanner</a>	Tcpn Contract #r4713	1339321	PA03540-B005	9	\$1,528.76	\$13,758.84
<a href="#">Fujitsu Advance Exchange Plus Post-Warranty - extended service agreement</a>	Tcpn Contract #r4713	973375	CG01000-514801-V	9	\$101.59	\$914.31
<a href="#">HP LaserJet P4015n Printer</a>	State Of Tx Dir/ Hp Contract	1436067	CB509A#ABA	2	\$1,088.00	\$2,176.00
<a href="#">HP Care Pack Services - Next Business Day Exchange - 3 Year</a>	Tcpn Contract #r4713	412753	U2889E	2	\$198.05	\$396.10
<a href="#">HP LaserJet P4014n (\$898.99-\$100 savings=\$798.99, ends 6/30)</a>	Tcpn Contract #r4713	1442203	CB507A#ABA	1	\$798.99	\$798.99
<a href="#">Electronic HP Care Pack Next Day Exchange Hardware Support - extended servi</a>	Tcpn Contract #r4713	1494240	UK519E	1	\$175.16	\$175.16
<a href="#">HP LaserJet 9050dn Printer</a>	State Of Tx Dir/ Hp Contract	680835	Q3723A#ABA	1	\$3,319.00	\$3,319.00
<a href="#">Electronic HP Care Pack extended service agreement - 3 years - on-site</a>	Tcpn Contract #r4713	820800	H7694E	1	\$1,143.39	\$1,143.39
<a href="#">Troy MICR 3005dt Secure Printer</a>	Tcpn Contract #r4713	1249430	01-00573-221	1	\$2,000.06	\$2,000.06
<a href="#">TROY USB SIGNATURE FONT (ON FILE)</a>	Tcpn Contract #r4713	1163162	02-23006-001	2	\$307.92	\$615.84
<a href="#">TROY Next-Day/On-Site Service - extended service agreement - 3 years - on-s</a>	Tcpn Contract #r4713	1528636	77-00031-3005	1	\$1,058.52	\$1,058.52
<b>Sub-Total</b>						<b>\$26,356.21</b>

Total: \$28,201.21

Thanks,

Jeff McGill

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to amend the County's policy regarding the tracking of County assets with a cost equal to or greater than \$300.

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

☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Herzog

**SPONSORED BY:** Sumter

**SUMMARY:** Currently we are maintaining inventory records and tracking all assets with a cost of \$300 or more. I would like the Court to reconsider the County's policy for tracking assets for inventory purposes. I have attached a list of the number of pieces of equipment and their total respective values at different levels of cost. Computer Services will still be maintaining an inventory and tracking all computer related equipment irrespective of the cost. A great amount of time is dedicated to tracking many inexpensive pieces of equipment which represent a small percentage of the County's investment in total assets. This change in County policy will save staff resources with very little risk to the County. Currently, we have an internal auditor spending approximately 40% of her time recording, maintaining, auditing, and reconciling the purchase and disposition of assets with a cost of \$300 or more. This time could be more efficiently utilized by increasing the number of departmental audits.









**TOTAL ASSETS AS OF 05.21.09**92





HAYS COUNTY AUDITOR'S OFFICE						
TOTAL ASSETS AS OF 05.21.09						
	% of Total Asset Value	No. Assets	Total Asset Value		Voting Equip	
Assets \$300 to \$499.99	4%	2,384	\$ 913,574.09	0.02%	5,985.00	0.02%
Assets \$500 to \$999.99	6%	1,972	\$ 1,412,120.52	0.03%	-	0.00%
Assets \$1,000 to \$1,999.99	8%	1,400	\$ 2,042,620.79	0.04%	-	0.00%
Assets \$2,000 to \$4,999.99	16%	1,353	\$ 3,998,450.67	0.15%	848,584.00	3.33%
Assets \$5,000 and Over	67%	650	\$ 17,078,458.71	0.04%	-	0.00%
Total Assets	100%	7,759	\$ 25,445,224.78	0.30%	854,569.00	3.36%

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to amend the budget to reflect the various road projects that will be funded by future debt issues.**

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

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: Funded by future debt proceeds**

**LINE ITEM NUMBER OF FUNDS REQUIRED: See attached budget amendment**

**REQUESTED BY: Herzog**

**SPONSORED BY: Sumter**

**SUMMARY: We are beginning to incur costs on various projects that will eventually be funded by debt issues. In order to pay invoices related to these projects we need to set up budgets for each one.**

**2008 Bond Package****County Roads - Priority List**

- \* priority 1 budgets based on year of expenditure price & estimator proj %
- \* Alliance cost estimates based on 2008 pricing unless otherwise noted
- \* Alliance data did not include cost estimates for construction only projects
- \* need engineering, environmental, contingencies breakdown

**SH21 @ High Rd - turn lane**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	38,930	3.3%	33,750	
5480	Utility Relocation				
5611	Construction	1,061,716	90.1%	920,449	
5619	Geotechnical/Contingencies	38,930	3.3%	33,750	
5621	Engineering	38,930	3.3%	33,750	
Total		1,178,505		1,021,699	

**SH21 @ FM2001 - turn lane**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	36,247	3.3%	33,750	
5480	Utility Relocation				
5611	Construction	988,562	90.1%	920,449	
5619	Geotechnical/Contingencies	36,247	3.3%	33,750	
5621	Engineering	36,247	3.3%	33,750	
Total		1,097,304		1,021,699	

**SH21 @ Rhode Rd - intersection improvements**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	5,204	3.3%	4,845	
5480	Utility Relocation				
5611	Construction	141,899	90.1%	132,122	
5619	Geotechnical/Contingencies	5,202	3.3%	4,844	
5621	Engineering	5,204	3.3%	4,845	
Total		157,508		146,656	

**CR266 @ Centerpoint Rd to Francis Harris - widen to 4-lane**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW	286,117	4.1%	345,455	
5399	Program Management				
5447	Environmental	208,195	3.0%	251,373	
5480	Utility Relocation	454,244	6.4%	548,451	
5611	Construction	5,678,054	80.6%	6,855,635	
5619	Geotechnical/Contingencies	208,195	3.0%	251,373	
5621	Engineering	208,195	3.0%	251,373	
	<b>Total</b>	<b>7,043,000</b>		<b>8,503,660</b>	

*\*price variance - Alliance budget not consistent with '08 pricing*

**Dacy Lane @ Beebe Rd to Windy Hill Rd - turn lanes, bicycle lanes, sidewalks**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental				
5480	Utility Relocation				
5611	Construction	1,500,000	100%	6,500,000	
5619	Geotechnical/Contingencies				
5621	Engineering				
	<b>Total</b>	<b>1,500,000</b>		<b>6,500,000</b>	

*\*price variance - Alliance budget may include priority 2 projects*

**Lakewood Dr @ FM 1626 - raise road grade, bridge installation**

GL Code	Description	Priority 1	Alliance %	Alliance	Carter Burges	Estimator %
5386	ROW	111,280			150,800	10.7%
5399	Program Management					
5447	Environmental					
5480	Utility Relocation	36,400			50,000	3.5%
5611	Construction	764,398	100%	901,620	1,040,000	73.5%
5619	Geotechnical/Contingencies	18,720			25,000	1.8%
5621	Engineering	109,200			149,000	10.5%
	<b>Total</b>	<b>1,039,997</b>		<b>901,620</b>	<b>1,414,800</b>	

**Wimberley Bus Dist-Old Kyle Rd @ RR12 - repave, widen, install planters**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental				
5480	Utility Relocation				
5611	Construction	200,000	100%	350,000	
5619	Geotechnical/Contingencies				
5621	Engineering				



Total 200,000 350,000

\*price variance - Alliance budget not consistent with '08 pricing

**RR12 from San Marcos to Wimberley Junction - ROW, environmental for parkway design**

GL Code	Description	Priority 1	Alliance %	Alliance	HNTB	Estimator %
5386	ROW	3,950,167			3,950,167	54.8%
5399	Program Management					
5447	Environmental	900,000			900,000	12.5%
5480	Utility Relocation					
5611	Construction		100%	6,756,250		
5619	Geotechnical/Contingencies	881,250			881,250	12.2%
5621	Engineering	1,475,000			1,475,000	20.5%
Total		7,206,417		6,756,250	7,206,417	

\*price variance - Alliance budget not consistent with '08 pricing, also priority project notes ROW & Environmental

**RR12 from Holland St to Wonder World - widen lanes, install bicycle lane & sidewalks**

GL Code	Description	Priority 1	Alliance %	Alliance	HNTB	Estimator %
5386	ROW					
5399	Program Management					
5447	Environmental	60,000			60,000	6.1%
5480	Utility Relocation	30,746			30,746	6.1%
5611	Construction	350,000	100%	719,685	350,000	70.0%
5619	Geotechnical/Contingencies	4,228			4,228	0.8%
5621	Engineering	55,026			55,026	11.0%
Total		500,000		719,685	500,000	

\*price variance - Alliance budget not consistent with '08 pricing

**RR12 Wimberley Junction @ RM32 - intersection improvements**

GL Code	Description	Priority 1	Alliance %	Alliance	HNTB	Estimator %
5386	ROW	86,936			86,936	
5399	Program Management					
5447	Environmental					
5480	Utility Relocation	266,214			266,214	6.0%
5611	Construction	3,660,443	100%	3,822,142	3,660,443	82.9%
5619	Geotechnical/Contingencies	73,209			73,209	1.7%
5621	Engineering	329,440			329,440	7.5%
Total		4,416,242		3,822,142	4,416,242	

**RR12 @ Hugo Rd - turn lane & intersection improvements**

GL Code	Description	Priority 1	Alliance %	Alliance	HNTB	Estimator %
5386	ROW					
5399	Program Management					
5447	Environmental					
5480	Utility Relocation	67,640			67,640	6.1%
5611	Construction	930,054	100%	1,030,509	930,054	84.6%

5619	Geotechnical/Contingencies	18,601	18,601	1.7%
5621	Engineering	83,705	83,705	7.6%
<b>Total</b>		<b>1,100,000</b>	<b>1,030,509</b>	<b>1,100,000</b>

#### **RR12 @ Sink Creek - raise grade**

GL Code	Description	Priority 1	Alliance %	Alliance	HNTB	Estimator %
5386	ROW	48,115			48,115	
5399	Program Management					
5447	Environmental					
5480	Utility Relocation	255,304			255,304	6.1%
5611	Construction	3,510,433	100%	4,517,275	3,510,433	83.6%
5619	Geotechnical/Contingencies	70,209			70,209	1.7%
5621	Engineering	315,939			315,939	7.5%
<b>Total</b>		<b>4,200,000</b>		<b>4,517,275</b>	<b>4,200,000</b>	

*\*price variance - Alliance budget not consistent with '08 pricing*

#### **FM2325 from Fischer Store to Carney Ln - deceleration lanes, turn lanes at some intersections**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	231,473	3.3%	195,493	
5480	Utility Relocation				
5611	Construction	6,312,929	90.1%	5,331,644	
5619	Geotechnical/Contingencies	231,473	3.3%	195,493	
5621	Engineering	231,475	3.3%	195,494	
<b>Total</b>		<b>7,007,350</b>		<b>5,918,124</b>	

#### **RR12 @ Sports Park Dr - turn lane & traffic light**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	37,024	3.3%	34,473	
5480	Utility Relocation				
5611	Construction	1,009,758	90.1%	940,184	
5619	Geotechnical/Contingencies	37,024	3.3%	34,473	
5621	Engineering	37,025	3.3%	34,474	
<b>Total</b>		<b>1,120,831</b>		<b>1,043,604</b>	

#### **US 290 in DS @ RR12 to McGregor - turn lane**

GL Code	Description	Priority 1	Alliance %	Alliance	Estimator %
5386	ROW				
5399	Program Management				
5447	Environmental	469,407	3.3%	383,426	
5480	Utility Relocation				

5611	Construction	12,802,027	90.1%	10,457,082	
5619	Geotechnical/Contingencies	469,407	3.3%	383,426	
5621	Engineering	469,408	3.3%	383,427	
Total		14,210,250		11,607,361	
<b>RM1826 Nutty Brown - turn lane</b>					
<u>GL Code</u>	<u>Description</u>	<u>Priority 1</u>	<u>Alliance %</u>	<u>Alliance</u>	<u>Estimator %</u>
5386	ROW				
5399	Program Management				
5447	Environmental	30,323	3.3%	28,234	
5480	Utility Relocation				
5611	Construction	826,994	90.1%	770,014	
5619	Geotechnical/Contingencies	30,323	3.3%	28,234	
5621	Engineering	30,323	3.3%	28,234	
Total		917,964		854,716	
<b>RM1826 Goldenwood - turn lane</b>					
<u>GL Code</u>	<u>Description</u>	<u>Priority 1</u>	<u>Alliance %</u>	<u>Alliance</u>	<u>Estimator %</u>
5386	ROW				
5399	Program Management				
5447	Environmental	64,933	3.3%	58,302	
5480	Utility Relocation				
5611	Construction	1,772,860	90.1%	1,591,810	
5619	Geotechnical/Contingencies	64,933	3.3%	58,302	
5621	Engineering	64,933	3.3%	58,302	
Total		1,967,658		1,766,715	
<i>*Alliance did not provide cost estimate.</i>					
<b>RM1826 Darden Hill - turn lane</b>					
<u>GL Code</u>	<u>Description</u>	<u>Priority 1</u>	<u>Alliance %</u>	<u>Alliance</u>	<u>Estimator %</u>
5386	ROW				
5399	Program Management				
5447	Environmental	30,293	3.3%	28,206	
5480	Utility Relocation				
5611	Construction	827,086	90.1%	770,099	
5619	Geotechnical/Contingencies	30,293	3.3%	28,206	
5621	Engineering	30,293	3.3%	28,206	
Total		917,964		854,716	
<i>*Alliance did not provide cost estimate.</i>					
<b>RM1826 FM967 - turn lane &amp; intersection improvements</b>					
<u>GL Code</u>	<u>Description</u>	<u>Priority 1</u>	<u>Alliance %</u>	<u>Alliance</u>	<u>Estimator %</u>
5386	ROW				
5399	Program Management				
5447	Environmental	46,458	3.3%	43,257	

5480	Utility Relocation				
5611	Construction	1,267,023	90.1%	1,179,724	
5619	Geotechnical/Contingencies	46,458	3.3%	43,257	
5621	Engineering	46,457	3.3%	43,256	
	Total	1,406,396		1,309,494	
<b>2008 Bond Package</b>					
<b>State Roads - Pass Through Finance Projects</b>					
<b>57,187,386</b>					

<b>IH 35/FM 150 Realignment - proj #0805-01-017</b>					
GL Code	Description	Budget			
5386	ROW	1,500,000			
5399	Program Management	450,000			
5447	Environmental	-			
5480	Utility Relocation	300,000			
5611	Construction	2,750,000			
5619	Geotechnical/Contingencies	530,820			
5621	Engineering	750,000			
	Total	6,280,820			

<b>IH 35/CR 210 Frontage Roads &amp; Ramps - proj #0016-02-107</b>					
GL Code	Description	Budget			
5386	ROW	4,470,920			
5399	Program Management	200,000			
5447	Environmental	-			
5480	Utility Relocation	4,000,000			
5611	Construction	20,300,000			
5619	Geotechnical/Contingencies	2,401,689			
5621	Engineering	-			
	Total	31,372,609			

<b>IH 35/FM 2001 Overpass - proj #1776-02-014</b>					
GL Code	Description	Budget			
5386	ROW	-			
5399	Program Management	-			
5447	Environmental	-			
5480	Utility Relocation	-			
5611	Construction	950,000			
5619	Geotechnical/Contingencies	78,755			
5621	Engineering	-			
	Total	1,028,755			

**IH 35/Frontage Road/Ramp FM 1626 to FM 150 - proj #0016-02-114**

<u>GL Code</u>	<u>Description</u>	<u>Budget</u>
5386	ROW	100,000
5399	Program Management	569,000
5447	Environmental	360,000
5480	Utility Relocation	1,000,000
5611	Construction	12,190,000
5619	Geotechnical/Contingencies	1,370,447
5621	Engineering	1,640,000
	<b>Total</b>	<b>17,229,447</b>

**US 290 West Trautwein to Nutty Brown - proj #0113-07-057**

<u>GL Code</u>	<u>Description</u>	<u>Budget</u>
5386	ROW	-
5399	Program Management	85,000
5447	Environmental	-
5480	Utility Relocation	-
5611	Construction	7,515,000
5619	Geotechnical/Contingencies	630,040
5621	Engineering	-
	<b>Total</b>	<b>8,230,040</b>

**FM 1626A Brodie Lane to RM 967 5-lane rural - proj #1539-01-013**

<u>GL Code</u>	<u>Description</u>	<u>Budget</u>
5386	ROW	6,500,000
5399	Program Management	580,000
5447	Environmental	-
5480	Utility Relocation	3,500,000
5611	Construction	23,500,000
5619	Geotechnical/Contingencies	3,414,514
5621	Engineering/CEI	5,753,900
	<b>Total</b>	<b>43,248,414</b>

**FM 1626B FM 967 to FM 2770 5-lane rural - proj #1539-01-005**

<u>GL Code</u>	<u>Description</u>	<u>Budget</u>
5386	ROW	5,000,000
5399	Program Management	616,000

5447	Environmental	-
5480	Utility Relocation	2,700,000
5611	Construction	22,753,600
5619	Geotechnical/Contingencies	3,150,715
5621	Engineering/CEI	5,586,000
Total		39,806,315

**FM 110-San Marcos Loop McCarty to SH 123 5-lane rural - proj #3545-02-001**

GL Code	Description	Budget
5386	ROW	5,800,000
5399	Program Management	350,000
5447	Environmental	16,000
5480	Utility Relocation	1,500,000
5611	Construction	8,500,000
5619	Geotechnical/Contingencies	1,618,396
5621	Engineering/CEI	2,050,000
Total		19,834,396

**167,030,796**

**Other Road Projects**

**Dacy Lane @ Goforth to Bebee - widen to 4-lane**

GL Code	Description	
5386	ROW	550,000
5399	Program Management	-
5447	Environmental	150,000
5480	Utility Relocation	875,000
5611	Construction	5,750,000
5619	Geotechnical/Contingencies	1,475,000
5621	Engineering	1,200,000
Total		10,000,000

\*\$2M revenue from City of Kyle



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to approve Reimbursement Resolutions.

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

☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Herzog

**SPONSORED BY:** Sumter

**SUMMARY:** See attached Reimbursement Resolutions. These are necessary to allow the County to incur expenses and be reimbursed in the future on the various projects that will eventually be funded by debt.

# FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
300 CONVENT STREET, SUITE 2200  
SAN ANTONIO, TEXAS 78205-3792  
WWW.FULBRIGHT.COM

CBINFORD@FULBRIGHT.COM  
DIRECT DIAL: (210) 270-7102

TELEPHONE: (210) 224-5575  
FACSIMILE: (210) 270-7205

June 3, 2009

Mr. William Herzog  
Hays County, Texas  
111 East San Antonio  
San Marcos, Texas 78666

**BY EMAIL**

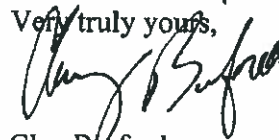
Re: Hays County, Texas Pass Through Revenue and Limited Tax Bonds, Series 2009  
and Hays County, Texas Certificates of Obligation, Series 2009

Dear Bill:

I enclose as Exhibit A to this letter the agenda items to be utilized in preparing the agenda for the June 16, 2009 meeting of the Commissioners Court. Thank you for ensuring that these agenda items are posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose draft copies of each Reimbursement Resolution for your review and comment, as well as for inclusion in the Commissioners' agenda packets.

Thank you for your assistance in this matter. If you have questions or comments about the enclosed documentation, please do not hesitate to contact me.

Very truly yours,



Clay Binford

CSB/slt

Enclosures

cc: **BY EMAIL**

Mr. Mark Kennedy (Hays County, Texas)  
Mr. Jeff Laws (Hays County, Texas)  
Mr. Dan Wegmiller (Specialized Public Finance Inc.)  
Mr. W. Jeffrey Kuhn (Firm)  
Mr. James P. Plummer (Firm)  
Mr. Carey R. Troell (Firm)

## **EXHIBIT A**

1. CONSIDERATION AND APPROVAL OF A RESOLUTION RELATING TO ESTABLISHING HAYS COUNTY, TEXAS' INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS IN FURTHERANCE OF COMPLETING CERTAIN PRIORITY ROAD PROJECTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE ISSUER FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

2. CONSIDERATION AND APPROVAL OF A RESOLUTION RELATING TO ESTABLISHING HAYS COUNTY, TEXAS' INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS IN FURTHERANCE OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND IMPROVING PUBLIC FACILITIES FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE ISSUER FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

**A RESOLUTION RELATING TO ESTABLISHING HAYS COUNTY, TEXAS' INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS IN FURTHERANCE OF COMPLETING CERTAIN PRIORITY ROAD PROJECTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE ISSUER FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Commissioners Court (the *Governing Body*) of Hays County, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing, acquiring by purchase, maintaining, and operating macademized, graveled, or paved roads, or in aid thereof, being, generally (but not by way of limitation), constructing, designing, improving, extending, expanding, upgrading and/or developing County roads and/or State highways, including right-of-way acquisition, utility relocation, drainage improvements relating to these road improvements, traffic safety, other safety, and operational improvements, and other transportation related improvements, which are referred to by the Issuer as "Priority" road projects and exclude those projects that are the subject of an existing partnership agreement between the County and the Texas Department of Transportation (the *Construction Costs*); (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*); (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*); and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's project that is the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures is paid), for the prior lawful capital expenditure of funds from the proceeds of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the estimated principal amount not to exceed \$58,885,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before, or within 60 days of, making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issue of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3. The reimbursement expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

*[The remainder of this page intentionally left blank]*



PASSED AND APPROVED on this the 16th day of June, 2009.

HAYS COUNTY, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk  
of the Commissioners Court of  
Hays County, Texas

(SEAL OF COMMISSIONERS COURT)

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

**AGENDA ITEM:** Discussion and possible action to approve Reimbursement Resolutions.

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

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

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Herzog

**SPONSORED BY:** Sumter

**SUMMARY:** See attached Reimbursement Resolutions. These are necessary to allow the County to incur expenses and be reimbursed in the future on the various projects that will eventually be funded by debt.

## **EXHIBIT A**

1. CONSIDERATION AND APPROVAL OF A RESOLUTION RELATING TO ESTABLISHING HAYS COUNTY, TEXAS' INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS IN FURTHERANCE OF COMPLETING CERTAIN PRIORITY ROAD PROJECTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE ISSUER FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

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WHEREAS, the Commissioners Court (the *Governing Body*) of Hays County, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) acquiring, constructing, equipping, and improving public facilities of the Issuer within its territory in the form of a new Issuer office complex (the *Construction Costs*); (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*); (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*); and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's project that is the subject of this Resolution (the *Project*)]; and

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WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures is paid), for the prior lawful capital expenditure of funds from the proceeds of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the estimated principal amount not to exceed \$90,000,000 to finance a portion of the costs of the Project; and

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WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

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

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SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

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SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

*[The remainder of this page intentionally left blank]*

PASSED AND APPROVED on this the 16th day of June, 2009.

HAYS COUNTY, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk  
of the Commissioners Court of  
Hays County, Texas

(SEAL OF COMMISSIONERS COURT)



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Cedar Valley Investments, L.L.C., for the realignment of Oak Branch Drive in Precinct Four.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** FORD

**SPONSORED BY:** FORD

**SUMMARY:** Hays County has been working with Cedar Valley Investments, L.L.C., HNTB and others to coordinate the realignment of Oak Branch Drive. This motion will enable road crews to begin work on the improved portion of Oak Branch Drive after the completion of which, Hays County will receive deeded interest and will abandon, vacate, and close the old portion which will no longer be needed.

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING THE REALIGNMENT OF**  
**OAK BRANCH DRIVE**

This Memorandum of Understanding Regarding the Realignment of Oak Branch Drive is hereby made between Hays County, a political subdivision of the State of Texas ("County") and Cedar Valley Investments, LLC, a Texas limited liability company ("CVI"). The parties cited above are hereinafter collectively referred to as "the Parties" or "the Parties to this MOU." The Parties agree as follows:

**ARTICLE I. RECITALS.**

- 1.1 The current location of Oak Branch Drive at or near the intersection of West Highway 290 in Hays County, Texas (~~hereinafter the "Current Alignment"~~) is shown on Exhibit "A," which is attached hereto and incorporated herein for all purposes. The ~~current~~ ~~Current alignment-Alignment~~ of Oak Branch Drive in relation to Nutty Brown Road, which intersects the opposite side of West Highway 290 just to the East of Oak Branch Drive, presents a mobility problem as this area continues to develop.
- 1.2 The Parties wish to realign Oak Branch Drive so that it intersects West Highway 290 directly opposite of Nutty Brown Road, improving mobility and diminishing the traffic impact of these roadways. ~~The location to which Oak Branch Drive will be relocated shall hereinafter be referred to as the "Realigned Portion," which is depicted in Exhibit "D"~~
- 1.3 CVI owns fee title to the property on which the ~~realigned-Realigned portion-Portion~~ of Oak Branch Drive is to be constructed. County owns fee title to the property on which ~~Oak Branch Drive is currently the Current Alignment is presently~~ located.
- 1.4 County intends to construct and/or pay for the costs of constructing the ~~realigned Realigned portion-Portion~~ of Oak Branch Drive.
- 1.5 Pursuant to its authority under Chapter 251 of the Texas Transportation Code, County intends to ~~close, abandon, and vacate the current-Current alignment-Alignment~~ of Oak Branch Drive and ~~thereby convey to CVI the unpaved portion of the eastern portion of the Current Alignment-property (from the center line of the roadway) where Lot B-1a abuts that property on which the current alignment is located to CVI.~~ CVI intends to receive said property.
- ~~1.5~~ 1.6 Pursuant to its authority under Chapter 251 of the Texas Transportation Code, County intends to abandon the current alignment of Oak Branch Drive and convey the ~~paved portion of the property on which the current alignment is located~~ the Western portion of the Current Alignment (from the center line of the roadway) to the owners of Lot A, of the Oak Run West subdivision.
- ~~1.6~~ 1.7 Pursuant to its authority under Chapter 251 of the Texas Transportation Code, County intends to receive from CVI conveyance of the property upon which the ~~realigned~~

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~~Realigned portion~~ Portion of Oak Branch Drive will be constructed. CVI intends to convey said property.

- ~~1.71.8~~ The Parties agree that this MOU is executed under threat of condemnation, and that the remainder lots after division of Lot B-1 (see below) are remnants of a division of Lot B-1 in lieu of condemnation.

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#### **ARTICLE II. CONSTRUCTION.**

- 2.1 County shall coordinate design of the ~~realigned-Realigned portion~~ Portion of Oak Branch Drive with its contract engineer and shall commence construction of the Oak Branch Drive improvements no later than the \_\_\_ day of \_\_\_, 20\_\_.
- 2.2 Prior to construction of the Oak Branch Drive improvements, County shall execute a Temporary Construction License with the Texas Department of Transportation ("TXDOT") substantially similar to **Exhibit "B."** Said Temporary Construction License shall enable County to perform leveling, grading, and installation of drainage improvements. These improvements made in and on the Property and adjacent Right of Way shall facilitate the following improvements (to be performed by TXDOT or CVI):
- a) ~~extend-extension~~ and ~~bury-burial~~ of a culvert from West Highway 290 across the existing drainage easement, as depicted in Exhibit "C";
  - b) ~~Construction of a right in, right out entrance at the existing driveway that exits onto West Highway 290 at from the east end of Lot B-2;~~
  - c) ~~Construction of a ten (10) foot shoulder on the north side of West Highway 290 that can be used as a right turn lane for traffic desiring to turn right onto Oak Branch Drive.~~
- 2.3 During construction of the Oak Branch Drive improvements, the Parties agree that the ~~current-Current alignment~~ Alignment of Oak Branch Drive shall remain the property of County and shall remain unobstructed and open to the public, except during times when construction of the Oak Branch Drive improvements requires temporary closure of the ~~current-Current alignment~~ Alignment of Oak Branch Drive.
- 2.4 Prior to construction of the Oak Branch Drive improvements, CVI agrees to execute a Right of Entry and License Agreement with County substantially similar to **Exhibit "C."** Said Agreement shall allow County and contractors of County to enter CVI's property and construct the improvements that shall become the ~~realigned-Realigned Portion of~~ Oak Branch Drive.
- 2.5 County shall pay for and monitor the construction of the Oak Branch Drive improvements. County shall ensure that the terms and conditions of the Right of Entry and License Agreement cited in Section 2.4, above, are followed by all employees, contractors, and subcontractors that enter CVI's property to construct the improvements that shall become the ~~realigned-Realigned Portion of~~ Oak Branch Drive.
- 2.6 County agrees to install under ~~realigned-the Realigned Portion of~~ Oak Branch Drive a pipe suitable for wastewater drainage that extends from Lot B-1a to Lot C. CVI agrees to

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**Comment [MSOffice1]:** County will not construct entrance. CVI just wants it permitted.

**Comment [H2]:** (HNTB) 2.2.b is not a part of this project.

**Comment [H3]:** (HNTB) 2.2.c is not a part of this project.

provide County with specifications for said pipe in advance of its installation. Said pipe shall be capped at both ends for possible use at a later date when any improvements may be constructed on Lot B-1a. County agrees that it shall not unreasonably withhold approval of wastewater disposal on Lot C from Lot B-1a, and/or shall help CVI coordinate with the Texas Commission on Environmental Quality for permitting of wastewater disposal on Lot C from Lot B-1a.

- 2.7 Upon completion of the Oak Branch Drive improvements, County's engineer shall provide County and CVI with a certificate of substantial completion of ~~the Realigned Portion of~~ Oak Branch Drive, certifying that the improvements have in all materials respects been completed in accordance with the specifications contained in the construction contract.

#### ARTICLE III. REALIGNMENT

- 3.1 In anticipation of realignment after substantial completion of construction, Lot B-1 and Lot C shall be re-platted. The remainder portion of Lot B-1 that lies to the west of ~~the realigned~~ ~~Realigned Portion of~~ Oak Branch Drive, including ~~the eastern portion and the~~ vacated ~~eastern ROW-Right of Way of existing Oak Branch Drive~~ Current Alignment, shall be designated as Lot B-1a. The remainder portion of Lot B-1 that lies to the east of realigned Oak Branch Dr shall be designated as Lot B-1b.

- 3.2 Within ten (10) business days after the Parties have received a certificate of substantial completion of realigned Oak Branch Drive, the Parties shall contemporaneously Close on the following conveyances:

- a) CVI shall convey the realigned portion of Oak Branch Drive and Right of Way to County, a metes and bounds description of which is attached hereto as Exhibit "D."
- b) County shall close, abandon, vacate ~~and convey the former alignment and former Right of Way of unpaved portion of the eCurrent aAlignment of~~ Oak Branch Drive, ~~resulting in the conveyance of real property to the owners of Lot A of the Oak Run West subdivision and to CVI, respectively. This unpaved portion~~ The eastern portion of the Current Alignment (from the center line of the roadway) shall be combined with the remainder portion of Lot B-1 that lies to the west of ~~the Realigned Portion of Oak Branch Drive~~, a metes and bounds description of which is attached hereto as Exhibit "E."

- e) CVI shall convey an access easement for the benefit ~~County may convey the paved portion of existing Oak Branch Drive to the owners of Lot A and Lots 1, 2, 3, and 4 of the Oak Run West Subdivision that shall run across Lot B-1a where the current alignment of Oak Branch Drive exists. Said Easement~~ The property conveyed to the owners of Lot A shall substantially resemble the property highlighted in Exhibit "F," or shall be otherwise agreeable to CVI and the owners of each of the Lots cited in this Section.

- 3.3 County agrees to ensure that, prior to Closing, title commitments issue from the Title Company of CVI's choice on all property that is transferred to CVI.

**Comment [MSOffice4]:** 1) County will grant access onto realigned OBD from lots B-1b and B-2. Shall comply with County Regs.  
2)

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**Comment [MSOffice5]:** CVI will only take a portion of the property and the rest will either go to Lot A or will be retained by the County.

**Comment [H6]:** (HNTB) 3.2.c isn't pertinent to this agreement.

3.4 After Closing under Section 3.2, above, County shall be responsible for the maintenance of ~~the Realigned~~ **Portion of** Oak Branch Drive and Right of Way described in Exhibit "D."

3.5 After Closing under Section 3.2, above, CVI shall be responsible for the maintenance of the property described in Exhibit "E," ~~including but not limited to the portion upon which the access easement depicted in Exhibit "F" exists.~~

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~~3.5.3.6~~ County agrees to grant driveway access onto ~~the Realigned Portion of Oak Branch Drive~~ from Lots B-1b and B-2, granted that such access complies with Hays County Rules and Regulations, as applied by the Department of Resource Protection, Transportation, and Planning.

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#### **ARTICLE IV. MISCELLANEOUS**

4.1 *Notice.* Notice under this MOU shall be deemed sufficient if it is delivered in writing by hand delivery, facsimile, or by U.S. Mail (in which case it shall be deemed delivered three (3) days after it is deposited in the mail) sent to the following individuals at the following locations:

a) **For County:** Commissioner Karen Ford (or successor)  
195 Roger Hanks Parkway  
P.O. Box 1158  
Dripping Springs, Texas 78620  
Fax (512) 858-2655

b) **For CVI:** Ben Sorrell  
Cedar Valley Investments, LLC  
210 Oak Springs Dr  
Dripping Springs, TX 78620

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

4.3 *Termination.* If either Party identifies a breach of the terms and conditions of this MOU by the other Party, the non-breaching Party shall provide Notice of said breach to the breaching Party. Breaching Party shall be given sixty (60) days to cure said breach. If breaching Party has not cured the default within sixty (60) days of receiving Notice of breach, the non-breaching Party shall have a right to terminate this MOU by providing written Notice of termination to the breaching Party.

4.4 *Survival.* Notwithstanding any termination of this agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect:  
3.4, 3.5, 3.6, 4.1, 4.2, 4.4, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13.

4.5 *Force Majeure.* Either of the parties to this agreement shall be excused from any delays



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

- 4.6 *Severability.* If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.
- 4.7 *Multiple Counterparts.* This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
- 4.8 *Section Headings; Exhibits.* The Section and Subsection headings used herein shall not enter in the interpretation hereof. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if set forth in full herein.
- 4.9 *Waiver by Party.* Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.
- 4.10 *Governing Law and Venue.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.
- 4.11 *Assignment.* Neither party to this Agreement may assign its duties, rights, and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.
- 4.12 *Binding Effect.* Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.
- 4.13 *Entire Agreement; Amendment.* This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof

**The Parties to this Memorandum of Understanding Regarding the Realignment of Oak**

Branch Drive hereby agree to the terms and conditions cited above, as is evidenced by their authorized signatures below.

COUNTY:

CVI:

\_\_\_\_\_  
Elizabeth "Liz" Sumter  
Hays County Judge  
111 E. San Antonio, Suite 300  
San Marcos, Texas 78666

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ben Sorrell  
Managing Member  
210 Oak Springs Drive  
Dripping Springs, Texas 78620

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Linda Fritsche  
Hays County Clerk



**OAK BRANCH DRIVE PROPOSED RIGHT-OF-WAY 0.280 ACRE**

DESCRIPTION OF A 0.280 ACRE (12,200 SQ. FT.), TRACT OF LAND SITUATED IN THE WILLIAM S. HOLTON SURVEY NO. 57 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT B-1, RESUBDIVISION OF LOT B OAK RUN WEST, AS RECORDED IN VOLUME 5, PAGE 199 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS AND ALSO BEING A PORTION OF LOT C OAK RUN WEST, AS RECORDED IN VOLUME 3, PAGE 77 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 0.280 ACRE (12,200 SQ. FT.) TRACT OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with a Surveying and Mapping "Sam Inc." yellow plastic cap set on the south line of said Lot B-1, being on the north right-of-way line of US Highway 290 (variable width right-of-way), and being the southwest corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod found at the southeast corner of Lot A Oak Run West, as recorded in Volume 3, Page 77 of the Plat Records of Hays County, Texas, bears along said right-of-way line, S 62° 46' 02" W, a distance of 108.96 feet and S 58° 26' 22" W, a distance of 44.40 feet;

**THENCE** crossing through the interior of said Lot B-1, N 31° 04' 54" W, a distance of 124.66 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the west line of said Lot B-1, being on the east right-of-way line of Oak Branch Drive (60 foot wide right-of-way), and being the northwest corner of the tract described herein, from which a 1/2 inch iron rod found at the northeast corner of said Lot A, same being the southeast corner of Lot 1 of said Oak Run West and being on the west right-of-way of Oak Branch Drive bears, N 48° 42' 46" W, a distance of 67.85 feet;

**THENCE** with the common line of said Lot B-1 and the east right-of-way line of Oak Branch Drive, N 13° 27' 26" E, a distance of 75.43 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on said common line, being at the northwest corner of said Lot B-1, also being at the southwest corner of Lot C of said Oak Run West and on the west line of the tract described herein;

**THENCE** with the common line of said Lot C and the east right-of-way line of Oak Branch Drive, N 13° 27' 26" E, a distance of 82.43 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on said common line, being at the northern most corner of the tract described herein, and also being at a point of curvature;

**THENCE** crossing through the interior of said Lot C with a curve to the left having an arc distance of 67.28 feet, through a central angle of 17° 31' 21", with a radius of 220.00 feet, with a chord that bears S 04° 25' 15" E, a distance of 67.02 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the common line of said Lot B-1 and said Lot C, being a point on curve for the tract described herein, from which a 1/2 inch iron rod found at the northeast corner of Lot B-2 of said Resubdivision of Lot B Oak Run West bears, N 61° 16' 33" E, a distance of 372.38 feet;

**THENCE** crossing through the interior of said Lot B-1, continuing with the curve to the left having an arc distance of 68.73 feet, through a central angle of 17° 53' 58", with a radius of 220.00 feet, with a chord that bears S 22° 07' 56" E, a distance of 68.45 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the east line of the tract described herein;

0.280 Ac. (12,200 Sq. Ft.)  
William S. Holton Survey No. 57  
Hays County, Texas

FN5210(JAO)  
March 04, 2009  
SAM, Inc. Job No. 29015-01

**THENCE** continuing through the interior of said Lot B-1, S 31° 04' 54" E, a distance of 114.38 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the south line of said Lot B-1, being on the north right-of-way line of said US Highway 290, and being the southeast corner of the tract described herein, from which a 1/2 inch iron rod found at the southeast corner of said Lot B-1, same being the southwest corner of said Lot B-2 bears, N 62° 46' 02" E, a distance of 104.35 feet;

**THENCE** with the common line of said Lot B-1 and the north right-of-way line of said US Highway 290, S 62° 46' 02" W, a distance of 70.16 feet to the **POINT OF BEGINNING** and containing 0.280 acres (12,200 SQ. FT.) of land, more or less.

This property description is accompanied by a separate sketch of even date.

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF TRAVIS       §

KNOW ALL MEN BY THESE PRESENTS:

That I, Levi J. Riley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 04th day of March, 2009 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735

  
\_\_\_\_\_  
Levi J. Riley  
Registered Professional Land Surveyor  
No. 6065 - State of Texas





# LEGEND:

- 1/2" IRON ROD SET WITH YELLOW SURVEYING AND MAPPING INC. PLASTIC CAP (SAM INC. CAP)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- R PROPERTY LINE
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ( ) RECORD INFORMATION

WILLIAM S. HOLTON  
SURVEY NO. 57

ROBERT E. PEERMAN, SR.  
AND KNOX WILLIAMS, III  
VOL. 2165, PG. 440  
O.P.R.H.C.TX.

LOT C  
OAK RUN WEST  
VOL. 3, PG. 77  
P.R.H.C.TX.

30' DRAINAGE EASEMENT  
RESUBDIVISION OF LOT B  
OAK RUN WEST  
VOL. 5, PG. 199  
P.R.H.C.TX.

N61° 16' 33" E 372.38'  
(N61° 13' 55" E)

LOT B-1  
RESUBDIVISION OF LOT B  
OAK RUN WEST  
VOL. 5, PG. 199  
P.R.H.C.TX.

CEDAR VALLEY  
INVESTMENTS, LLC  
VOL. 3111, PG. 20  
O.P.R.H.C.TX.

30' X 100'  
CHANNEL EASEMENT  
VOL. 171, PG. 253  
D.R.H.C.TX.

RESUBDIVISION OF LOT B  
OAK RUN WEST  
VOL. 5, PG. 199  
P.R.H.C.TX.

LOT A  
OAK RUN WEST  
VOL. 3, PG. 77  
P.R.H.C.TX.

LOT 1  
OAK RUN WEST  
VOL. 3, PG. 77  
P.R.H.C.TX.

FUTURE  
LOT B-1A  
0.197 ACRE

US HIGHWAY 290  
(VARIABLE WIDTH R.O.W.)

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S62° 46' 02" W	108.96'
L2	S58° 26' 22" W	44.40'
L3	N31° 04' 54" W	124.66'
L4	N13° 27' 26" E	75.43'
L5	N13° 27' 26" E	82.43'
L6	S31° 04' 54" E	114.38'
L7	S62° 46' 02" W	70.16'

## CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	220.00'	17° 31' 21"	67.28'	S04° 25' 15" E	167.02'
C2	220.00'	17° 53' 58"	68.73'	S22° 07' 56" E	168.45'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND  
UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS  
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LEVI J. RILEY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6065, STATE OF TEXAS

3-4-09  
DATE



PAGE 3 OF 3  
REF. FIELD NOTE NO. 5210



5508 West Highway 290, Building B  
Austin, Texas 78736  
(512) 447-0575  
Fax: (512) 328-3029

PROPOSED RIGHT-OF-WAY  
0.280 ACRE (12,200 SQ. FT.)  
OAK BRANCH DRIVE @ US HIGHWAY 290  
HAYS, COUNTY

**FUTURE LOT B-1A 0.197 ACRE**

DESCRIPTION OF A 0.197 ACRE (8,577 SQ. FT.), TRACT OF LAND SITUATED IN THE WILLIAM S. HOLTON SURVEY, NO. 57 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT B-1, RESUBDIVISION OF LOT B OAK RUN WEST, AS RECORDED IN VOLUME 5, PAGE 199 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS AND ALSO BEING A PORTION OF OAK BRANCH DRIVE (60 FOOT WIDE RIGHT-OF-WAY), SAID 0.197 ACRE (8,577 SQ. FT.) TRACT OF LAND AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with a Surveying and Mapping "Sam Inc." yellow plastic cap set on the north right-of-way line of US Highway 290 (variable width right-of-way), being an angle point in the southern terminus of Oak Branch Drive, and being the southwest corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod found at the southeast corner of Lot A Oak Run West, as recorded in Volume 3, Page 77 of the Plat Records of Hays County, Texas, bears, S 58° 26' 22" W, a distance of 44.40 feet;

**THENCE** crossing through the interior of said Oak Branch Drive with the west line of the tract described herein the following four (4) courses and distances:

- 1) N 02° 06' 27" E, a distance of 71.20 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set at an angle point,
- 2) N 06° 01' 15" E, a distance of 43.53 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set at an angle point,
- 3) N 08° 29' 54" E, a distance 42.09 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set at an angle point, and
- 4) N 88° 19' 55" E, a distance of 19.13 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the east right-of-way line of Oak Branch Drive, being the west line of said Lot B-1, and being the northeast corner of the tract described herein, from which a 1/2 inch iron rod found at the northeast corner of said Lot A Oak Run West, same being the southeast corner of Lot 1 of said Oak Run West and being on the west right-of-way line of Oak Branch Drive bears, N 48° 42' 46" W, a distance of 67.85 feet;

**THENCE** crossing through the interior of said Lot B-1, S 31° 04' 54" E, a distance of 124.66 feet to a 1/2 inch iron rod with a "Sam Inc." yellow plastic cap set on the south line of said Lot B-1, being on the north right-of-way line of said US Highway 290, and also being the southeast corner of the tract described herein, from which a 1/2 inch iron rod found at the southeast corner of said Lot B-1 bears, N 62° 46' 02" E, a distance of 174.51 feet;;

0.197 Ac. (8,577 Sq. Ft.)  
William S. Holton Survey No. 57  
Hays County, Texas

FN5209(JAO)  
March 04, 2009  
SAM, Inc. Job No. 29015-01

**THENCE** with the north right-of-way line of said US Highway 290, S 62° 46' 02" W, a distance of 108.96 feet to the **POINT OF BEGINNING** and containing 0.197 acres (8,577 SQ. FT.) of land, more or less.

This property description is accompanied by a separate sketch of even date.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

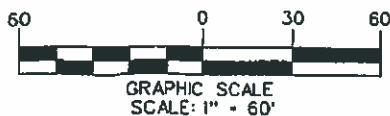
That I, Levi J. Riley, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 04th day of March, 2009 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735

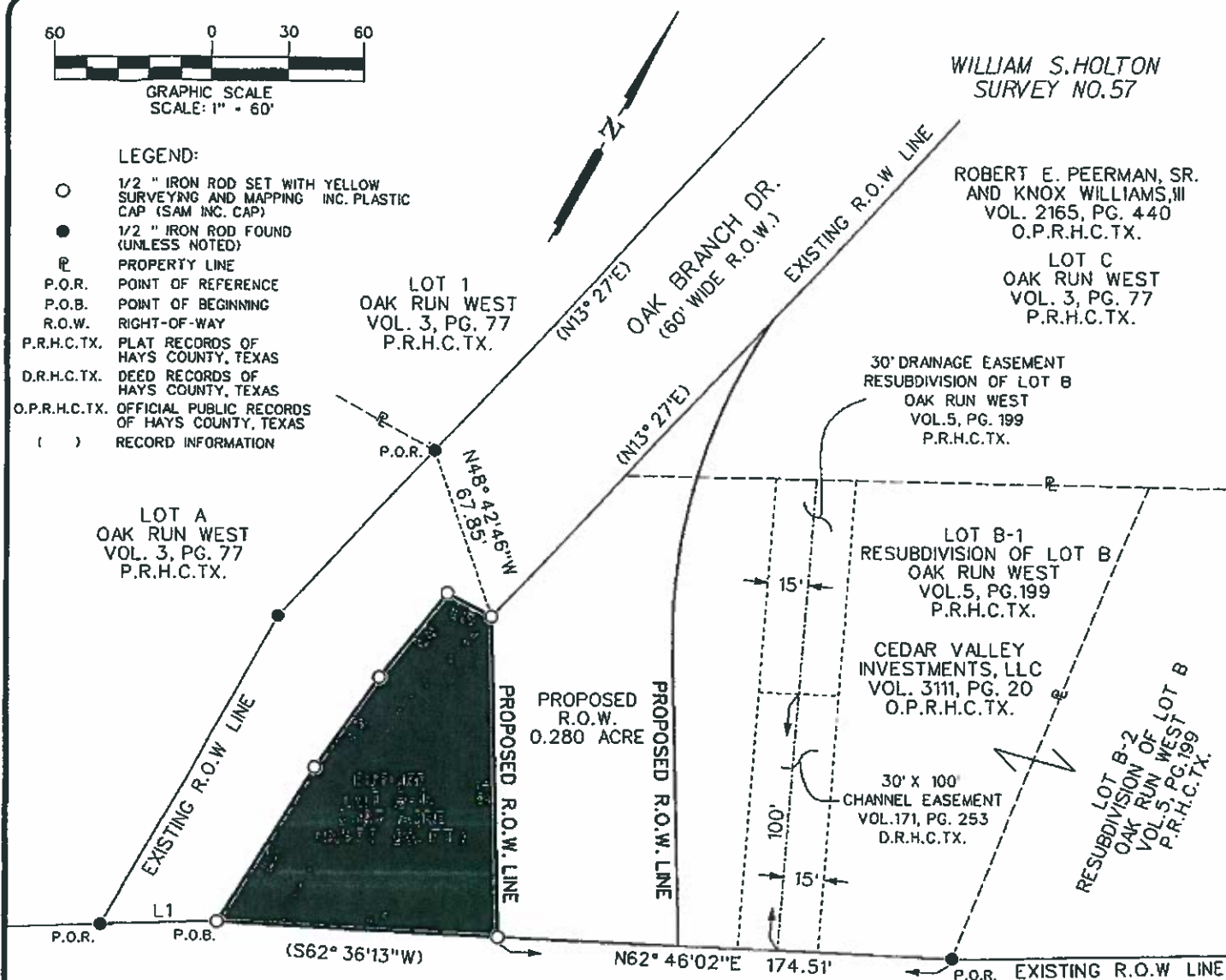
  
\_\_\_\_\_  
Levi J. Riley  
Registered Professional Land Surveyor  
No. 6065 - State of Texas





# LEGEND:

- 1/2" IRON ROD SET WITH YELLOW SURVEYING AND MAPPING INC. PLASTIC CAP (SAM INC. CAP)
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ℙ PROPERTY LINE
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
- D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- ( ) RECORD INFORMATION



## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58° 26' 22" W	44.40'
L2	N02° 06' 27" E	71.20'
L3	N06° 01' 15" E	43.53'
L4	N08° 29' 54" E	42.09'
L5	N88° 19' 55" E	19.13'
L6	S31° 04' 54" E	124.66'
L7	S62° 46' 02" W	108.96'

US HIGHWAY 290  
(VARIABLE WIDTH R.O.W.)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Levi J. Riley*  
LEVI J. RILEY  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6065, STATE OF TEXAS

3-4-09  
DATE



PAGE 3 OF 3  
REF. FIELD NOTE NO. 5209



5508 West Highway 290, Building B  
Austin, Texas 78735  
(512) 447-0675  
Fax: (512) 328-3029

FUTURE LOT B-1A  
0.197 ACRE (8,577 SQ.FT.)  
OAK BRANCH DRIVE @ US HIGHWAY 290  
HAYS, COUNTY



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action regarding approval of invoices for engineering fees associated with design and construction phase services performed by Byrn Engineering for the current McCarty Lane re-construction project.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Borcharding

**SPONSORED BY:** Ingalsbe

**SUMMARY:** Current invoices have exceeded the original Purchase Order amounts and estimated fees for this project. Reimbursement from the City of San Marcos for "city" related work on this project has not been received, but will be forthcoming. This agenda item will authorize payment of current balances due Byrn Engineering. A full accounting of charges will be presented in Court by Jerry Borcharding.



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and Possible Action to adopt a resolution regarding the authorization of Commissioners acting in their capacity as Ex-Officio Road Commissioners related to the design and construction of Pass Through Toll Agreement and Priority Road Projects.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** Commissioners Court has discussions on the record allowing Commissioners to act Independently managing Pass Through Toll Agreement and Priority Road Projects. Decisions by Commissioners Court to delegate this authority were based on a desire to make projects run in the most efficient manner. A resolution of the Court should clear up any questions or challenges to any individual Commissioners' actions.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

#### **AGENDA ITEM:**

Discussion to decide budget amendment for funding of the GED Building at the Hays County Juvenile Center. Discussion of awarding construction of building to ILCOR Buildings, Commercial and Residential Contractors.

#### **CHECK ONE:**

☐ **CONSENT**    ☒ **ACTION**    ☐ **EXECUTIVE SESSION**

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

**PREFERRED MEETING DATE REQUESTED:** 6-16-09

**AMOUNT REQUIRED:** \$75,000

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Bill Herzog /Ed Cooper

**SPONSORED BY:** SUMTER

#### **SUMMARY:**

**Additional funding needed to construct classrooms and office space at the Hays County Juvenile Center. Recommendation of Buy Board Contractor.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion to decide budget amendment for funding of the GED Building at the Hays County Juvenile Center. Discussion of awarding construction of building to ILCOR Buildings, Commercial and Residential Contractors.

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$92,000 01-741-5741 \$30,000 17-473-5741

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:** The Court has set aside approx \$122,000 for the construction of this GED building. The actual cost is \$162,000 plus \$10,000 architect fees plus permitting and other miscellaneous costs. The Court will need to declare an emergency and amend the budget from Juvenile Detention Funds to pay for this additional cost or the County General Fund will need to pay the shortage and be reimbursed by the Center in next year's budget.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## ***Agenda Item Request Form***

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Discussion and possible action to authorize County Judge to sign contract with Rogers Design Services for Mt. Gainor Road improvements and to authorize Commissioner Ford to approve work authorizations as project proceeds for a total not to exceed \$50,000.**

**TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: \$50,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: Mt Gainor 2001 Bond fund**

**REQUESTED BY: Ford**

**SPONSORED BY: Ford**

**SUMMARY: Earlier action by the Court authorized Commissioner Ford to negotiate a contract with Rogers Design Services. Today's action will authorize approval of that contract and allow Commissioner Ford to sign work authorizations related to the project. Work Authorization #1 is currently pending today's court action and will authorize \$5000 for review of current project documents and formulation of an implementation plan for completing the project within the current authorized budget.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Mt. Gainor Road improvements and to authorize Commissioner Ford to approve work authorizations as project proceeds for a total not to exceed \$50,000.

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$50,000 42-693-5621

**COUNTY PURCHASING GUIDELINES FOLLOWED:** \_\_\_\_ Yes \_\_\_\_

**PAYMENT TERMS ACCEPTABLE:** \_\_\_\_ Yes \_\_\_\_

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_

**COMMENTS:**

## **COMMISSIONERS' COURT**

**APPROVED/DISAPPROVED AND DATE:** \_\_\_\_

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Rogers Design Services** (hereinafter "Contractor"), whose primary place of business is located at 7108 Covered Bridge Drive, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 20th day of May, 2009 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

**1. OVERVIEW**

In order to construct improvements to Mount Gainor Road in Precinct 4 of Hays County, the County has requested that Rogers Design Services perform the following professional services: Design, Project Management, and Construction Phase Services as needed to construct the project primarily with County Forces.

**2. SERVICES**

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

**3. ADDITIONAL TERMS**

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

**4. DURATION**

The parties agree that the Work shall be completed no later than 500 days after the Effective Date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the



Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

#### **5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a fee not to exceed \$50,000 for the Work under this Agreement.

#### **6. PAYMENT**

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

#### **7. NOTICE OF COMPLETION**

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

#### **8. NOTICE (GENERAL)**

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



County, Attn: Jerry Borcharding, 2171 Yarrington Road, San Marcos, Texas 78666; Facsimile - (512)393-7393; Email - Jerry@Co.Hays.Tx.US.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Rogers Design Services, Attn: Dan Rogers, 7108 Covered Bridge Drive, Austin, Texas 78736; Facsimile - 512-394-9811; Email- DanRogers.RDS@sbcglobal.net.

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

#### **9. INSURANCE**

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

#### **10. MUTUAL INDEMNITY**

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

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

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

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules,

and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

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

#### **13. FORCE MAJEURE**

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

#### **14. SEVERABILITY**

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

#### **15. MULTIPLE COUNTERPARTS**

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

#### **16. SECTION HEADINGS, EXHIBITS**

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

#### **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a

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

**18. GOVERNING LAW AND VENUE**

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

**19. ASSIGNMENT**

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

**20. BINDING EFFECT**

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

**21. ENTIRE AGREEMENT; AMENDMENT**

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

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

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

\_\_\_\_\_  
Hays County Texas

\_\_\_\_\_  
Contractor

By: Judge Elizabeth Sumter

By: Dan Rogers

Hays County Judge

Principal

**EXHIBIT A**

EXHIBIT B

-- EXHIBIT "C" --

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

A. Work Task #1 is outlined in exhibits A and B. Extent of Work Task #2 will be determined by Work Task #1. Supplemental Exhibits A and B will be developed at a later date and approved in writing by Commissioner Ford and Dan Rogers. Without this written approval, work under this contract will not exceed that outlined as Work Task #1 in the attached exhibits A and B.

B.

C.

D.

E.

F.

G.

H.

I.

J.

K.

L.



			MOUNT GAINOR RD					HAYS
			FROM: PURSLEY RD					COUNTY
ROGERS DESIGN SERVICES			TO: GATLIN CREEK RD					Sheet 3 of 3
PROJECT: Preliminary design							DATE:	May 7, 2009
DIRECT COST								
Auto Mileage		123	Miles	\$0.505	per mile			\$62
SUBTOTAL : DIRECT COST								\$62
SUBTOTAL : LABOR COST								\$4,938
TOTAL PROJECT COST								\$5,000

**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**

**SCOPE OF SERVICES**  
**MOUNT GAINOR ROAD**  
**FROM PURSLEY ROAD TO GATLIN CREEK ROAD**

**WA#1—Preliminary Engineering and Planning**

The Scope of Work to be performed by the ENGINEER under this contract will consist of performing preliminary engineering and planning as needed to determine the extent and nature of improvements implemented with this project.

**Services:**

**1. Project Management**

This task will include the following activities:

- Coordination with Hays County Court and Hays County Engineer
- Contract Administration
- Coordination with ROW acquisition service provider as needed to complete ROW acquisition

*Deliverables: N/A*

**2. Data Retrieval and Development**

This task will include the following activities:

- Review of existing data sources to verify that all data needed has been obtained
- Conversion of existing design files and survey data to Microstation / Geopak V-8 format

*Deliverables: N/A*

**3. Preliminary Design**

This task will include the following activities:

- Development of exhibits
- Making site visits
- Reviewing accident data
- Analyzing engineering, ROW, utility and other constraints
- Development of recommendations related to the extent and nature of proposed improvements
- Development of exhibits detailing recommendations

*Deliverables: Report and exhibits detailing recommendations for improvements to Mount Gainor Road.*

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action regarding timeline, scope, and contract amendments for a comprehensive analysis of jail needs and criminal justice system procedures with Broaddus & Associates.

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

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

At our June 2 meeting the Court gave direction to Broaddus & Associates to begin preparing a review of jail needs and, within that context, a broader analysis of the criminal justice system. Broaddus was instructed to search for an appropriate sub-consultant, if needed, and to move quickly with ideas about how this work might be timed and scoped. I was assigned by the Court to coordinate this project with Broaddus. Since we have cancelled the June 9 meeting, and deadlines for the June 16 meeting have been moved up, I am posting this now in anticipation of being prepared to report back to the Court.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Workshop regarding process and status of the water/wastewater regional facility planning study with HDR Engineering, Inc.**

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

**PREFERRED MEETING DATE REQUESTED: June 16, 2009 – 1:00 pm**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**HDR Engineering, Inc. will update the status of the water/wastewater regional facility planning study and the process for moving ahead with this study, including issues associated with the regional water planning groups' concurrent work. HDR will address questions from Commissioners Court members and others attending the workshop.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding THK, L.L.C vs. Hays County and pending litigation related thereto.**

**TYPE OF ITEM: EXECUTIVE SESSION**

**PREFERRED MEETING DATE REQUESTED: June 16, 2009**

**AMOUNT REQUIRED: n/a**

**LINE ITEM NUMBER OF FUNDS REQUIRED: n/a**

**REQUESTED BY: SUMTER**

**SPONSORED BY: SUMTER**

**SUMMARY:**

**Summary to be provided by Legal Counsel in Executive Session.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Pursuant to Open Meetings Act, Texas Government Code 551.074, executive session to discuss personnel matters involving evaluation for the department manager in the Resource Protection, Transportation and Planning Department. Possible action may follow.

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

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED:** June 16, 2009

**AMOUNT REQUIRED:** 0

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

#### **SUMMARY:**

When county engineer Jerry Borcharding was named manager of the combined RPTP last year the Court committed to a series of performance reviews to evaluate on-going management in the newly created department. The Court reviewed the department manager's performance two weeks ago in executive session. Time was limited. The Court indicated it wanted to review certain additional data from HR within the next few weeks. I'm requesting this be put back on the agenda for the 19<sup>th</sup> or the 26<sup>th</sup>, with the exact timing to be determined by the County Judge based scheduling and which of these next few meetings looks to have the most room for personnel review.

This item was originally intended for the May 19 Court meeting. Due to long agendas and schedule restraints, the item has been postponed several times.

