

**Commissioners Court -December 15, 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 **15TH day of December, 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	3	Presentation by the Scheib Christmas Chorus. SUMTER
2	4	Presentation of Safety Leadership Certificates. SUMTER/BAEN/VELASQUEZ

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

3	5	Approve payments of county invoices. HERZOG
4	6-11	Approve Commissioner Court Minutes of December 8, 2009. SUMTER/FRITSCH
5	12-15	Report to Commissioners Court identifying administrative approvals issued during the month of November, 2009. SUMTER/SANCHEZ
6	16-18	Approve Commercial OSSF Permit for Edward Taddia for an Automotive Repair Shop located at 100 Canyonwood, Dripping Springs in Precinct 4. FORD/POPE
7	19-26	Approve Utility Permits. SUMTER
8	27	Approve cancellation of December 29, 2009 Commissioners Court meeting. SUMTER
9	28-29	Authorize the County Judge to execute Amendment #3 to the Grant Project Agreement with the Texas Parks and Wildlife Department for the San Marcos Springs Conservation Park, extending the Agreement date to January 31, 2011. CONLEY/FORD/HAUFF
10	30-32	Approve award of Bid#2010-B03 Tractor with side mounted Mower for the RPTP department to Dietz Tractor Company and authorize the Judge to sign contract. SUMTER/HERZOG/BORCHERDING

ACTION ITEMS

ROADS

11	33	Call for a public hearing on January 12, 2010 to establish traffic regulations in Belterra subdivision. FORD/BORCHERDING
12	34-35	Discussion and possible action to remove a section of Goforth Rd, CR 157 near the intersection of Mathias Lane, CR 123 from county maintenance and return ROW to adjacent property owners. BARTON/BORCHERDING

SUBDIVISIONS

13	36-40	08-2-61 Los Altos Hills Subdivision. Discussion and possible action to approve a variance from Section 5.8 of the Hays County Development Regulations. BARTON/GARZA
14	41-43	09-2-34 Shadow Creek Subdivision, Phase 4, Section 1; Discussion and possible action to consider approval of final plat. BARTON/GARZA
15	44-47	09-2-35 Shadow Creek Subdivision, Phase 4, Section 2; Discussion and possible action to consider approval of final plat. BARTON/GARZA

MISCELLANEOUS

16	48-52	Discussion and possible action to cast votes by resolution for Director positions on the Board of the Hays Central Appraisal District. SUMTER/CARAWAY
17	53-65	Discussion and possible action to authorize the County Judge to execute a contract with Hejl, Lee & Associates, Inc., in the amount of \$32,000.00, for engineering services associated with the Cedar Oak Mesa Water System Improvement Project, Phase II. CONLEY/HAUFF
18	66-77	Discussion and possible action to approve RFQ #2010-P05 for Redistricting of Commissioner Precincts and authorize Purchasing to solicit for bids. SUMTER
19	78-101	Discussion and possible action to approve contract with ClaytonLevyLittle for the RFQ#2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize the County Judge to sign contract. SUMTER/HERZOG/JOHNSON
20	102	Discussion and possible action to establish an Open Records policy and guidelines for proposals submitted to Hays County as part of the county's Open Space and Habitat Conservation "Call For Projects. BARTON
21	103-104	Discussion and possible action to purchase office furniture by the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department. INGALSBE/BORCHERDING
22	105	Discussion and possible action to accept the dedication of the newly aligned portion of Oak Branch Drive; to abandon a portion of existing Oak Branch Drive pursuant to Chapter 251 of Transportation Code; and to authorize the County Judge to execute a Quit Claim Deed that clarifies title after abandonment. FORD

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners' Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

23	106	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to: A) The Hays County Corrections Facility; B) Damage to person(s) caused by County road construction; C) Hays County's architectural services contract with PBS&J. Possible action may follow in open Court. SUMTER
24	107	Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate the evaluation of department heads. SUMTER

STANDING AGENDA ITEM

25		Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
26		Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 11TH day of December, 2009.

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon

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: Presentation by the Scheib Christmas Chorus.

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

PREFERRED MEETING DATE REQUESTED: December 15, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

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Presentation of Safety Leadership Certificates

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

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

PREFERRED MEETING DATE REQUESTED: Tuesday, December 15, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen/Velasquez

SPONSORED BY: Sumter

This course focuses on loss avoidance and Team Facilitation skills for management and supervisory personnel. Through practice and feedback, participants learned how to Create a team driven process that demonstrates how all employees can become proactively involved in loss avoidance; strengthen existing procedures and energize employees. In turn, participants take these acquired skills back to their workplace and lead and motivate safe work habits by example.

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

AGENDA ITEM: Approve payment of county invoices.

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

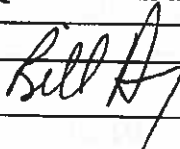
PREFERRED MEETING DATE REQUESTED: 12/15/09

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

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

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 8, 2009

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

PREFERRED MEETING DATE REQUESTED: DECEMBER 15, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 8TH DAY OF DECEMBER A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ford led the court in a moment of silence in memory of former Sheriff Allen Bridges and gave the invocation. Commissioner Barton led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

26667 APPROVE PAYMENTS OF COUNTY INVOICES

Bill Herzog County Auditor presented a list of voided checks. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve payment of county invoices in the amount of \$152,929.19 for week ending December 1, 2009 and in the amount of \$805,612.43 for week ending December 8, 2009 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

26668 APPROVE COMMISSIONER COURT MINUTES OF NOVEMBER 24, 2009

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Commissioner Court Minutes of November 24, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

26669 APPROVE THE SEPTEMBER 2009 TREASURER'S REPORT AND INVESTMENT REPORT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the September 2009 Treasurer's Report and Investment Report as presented by the County Treasurer. All voting "Aye". MOTION PASSED

26670 AUTHORIZE INFORMATION TECHNOLOGY TO DISPOSE OF COMPUTER EQUIPMENT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to authorize Information Technology to dispose of computer equipment as worthless and send to Goodwill for recycling. All voting "Aye". MOTION PASSED

26671 APPROVE AWARD OF BID#2010-B02 (1)USED SINGLE AXLE DIESEL CAB-CHASSIS FOR THE RPTP DEPARTMENT TO FREIGHTLINER OF AUSTIN AND AUTHORIZE THE COUNTY JUDGE TO SIGN CONTRACT

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve award of Bid #2010-B02 (1) used single axle diesel cab-chassis for the RPTP Department to Freightliner of Austin and authorize the County Judge to sign Contract. All voting "Aye". MOTION PASSED

26672 APPROVE ROAD BOND CONSTRUCTION SIGN [T1-80]

Communications Specialist Laureen Chernow presented the proposed signage. Will contain a changeable insert for listing partnerships in the project (ie Texas Dept. of Transportation). A motion was made by Judge Sumter, seconded by Commissioner Ford to approve design of Road Bond Construction Sign. All voting "Aye". MOTION PASSED



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26673 RECEIVE THE RESULTS OF THE ROCKY RANCH I ELECTION FOR ROADWAY IMPROVEMENTS UNDER CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE; AND TO ORDER THE APPROPRIATE ACTION PURSUANT TO THOSE RESULTS [T1-200]

County Clerk Linda Fritsche presented results of the balloting: 28 In Favor and 4 Not in Favor resulting in a favorable result. RTP Director Jerry Borcharding spoke of rebuilding the road, drainage improvements, and resurfacing roadway. Commissioner Ford spoke of one property owner that voted against the this issue whose property also lies on. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to receive the results of the Rocky Ranch I Election for roadway improvements under Chapter 253 of the Texas Transportation Code; and to order the appropriate action pursuant to those results. All voting "Aye". MOTION PASSED

26674 CALL FOR A PUBLIC HEARING ON DECEMBER 22, 2009 TO INCREASE SCHOOL ZONE SPEED LIMIT FOR THE MASTER'S SCHOOL ON CENTERPOINT RD, CR 234 [T1-267]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to call for a public hearing on December 22, 2009 to increase school zone speed limit for the Master's School on Centerpoint Rd., CR 234. All voting "Aye". MOTION PASSED

LOS ALTOS HILLS SUBDIVISION [08-2-61 203 LOTS] CONSIDER A VARIANCE FROM SECTION 5.8 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS [T1-2117]

Subdivision Coordinator Clint Garza spoke of one year deadline to file a final plat – developer is asking for one additional year from December 15th. Steve Ramsey (Baker-Aicklen & Assoc) spoke. Commissioner Barton advised that this variance is only for an extension of time to file the plat not to any county standards. Discussion was had regarding water and wastewater issues. Court would like to see an agreement with the Property Owners Association regarding a long-term maintenance commitment. Clint Garza advised that this could be included on the plat as a plat note. Court agreed that an extension could be granted next week if the developer will agree to provide meaningful performance measures that would address storm water controls. No action was taken.

Clerk's Note: Agenda Item #10 RE: APPROVE CONTRACT WITH CLAYTONLEVYLITTLE FOR THE RFQ#2009-P07 HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD HAYS COUNTY JAIL AND AUTHORIZE THE COUNTY JUDGE TO SIGN CONTRACT was PULLED – NO ACTION TAKEN

26675 APPROVE THE FUNDING AGREEMENT AND THE TEXAS STATE HISTORICAL COMMISSION FOR RESTORATION OF THE OLD HAYS COUNTY JAIL [T1-3177]

Linda Coker appeared on behalf of the Hays County Historical Commission. A motion was made by Commissioner Barton, seconded by Judge Sumter to approve the Funding Agreement and the Texas State Historical Commission for restoration of the Old Hays County Jail. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #12 RE: CONSIDER CASTING VOTES BY RESOLUTION FOR DIRECTOR POSITIONS ON THE BOARD OF THE HAYS CENTRAL APPRAISAL DISTRICT was PULLED – NO ACTION TAKEN [T1-3045]

26676 APPROVE CHANGE ORDER #1 FOR THE JUVENILE DETENTION GED BUILDING AND AMEND THE BUDGET ACCORDINGLY [T1-320]

Juvenile Detention Center Director Brett Littlejohn explained the change order. A motion was made by Judge Sumter, seconded by Commissioner Conley to approve Change Order #1 for the Juvenile Detention GED Building and amend the budget accordingly. All voting "Aye". MOTION PASSED



- 26677 AMEND THE JUVENILE PROBATION BUDGET TO ACCEPT INSURANCE CLAIM FOR WRECKED VEHICLE AND TO BUDGET PURCHASE OF REPLACEMENT VEHICLE FOR GED PROGRAM [T1-340]**

A motion was made by Commissioner Barton, seconded by Judge Sumter to amend the Juvenile Probation budget to accept Insurance Claim for wrecked vehicle and to budget purchase of replacement vehicle for GED Program. All voting "Aye". MOTION PASSED

- 26678 ACCEPT A BID FROM CURRENT ELECTRIC, INC. TO FURNISH AND INSTALL 25 PAIR CABLE FROM MAIN COMMUNICATIONS ROOM TO CONFERENCE ROOM OF THE NEW GED BUILDING AND FURNISH AND INSTALL TWO CATEGORY 5 CABLES FROM 66 BLOCK TO NINE 2-PORT RJ45 JACKS AND AMEND THE BUDGET ACCORDINGLY [T1- 357]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to accept a bid from Current Electric, Inc. to furnish and install 25 pair cable from main communications room to conference room of the new GED Building and furnish and install two category 5 cables from 66 block to nine 2-port RJ45 jacks and amend the budget accordingly. All voting "Aye". MOTION PASSED

- 26679 ALLOW THE PURCHASE OF DIAGNOSTIC EQUIPMENT FOR THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY [T1-282]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to allow the purchase of Diagnostic Equipment for the Sheriff's Office and amend the budget accordingly. All voting "Aye". MOTION PASSED

- 26680 APPROVE OUT-OF-STATE TRAVEL FOR A MEMBER OF THE HAYS COUNTY SHERIFF'S DEPARTMENT TO ATTEND TRAINING AT THE HIGH TECH CRIME INSTITUTE [T1-289]**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve out-of-state travel for a member of the Hays County Sheriff's Department to attend training at the High Tech Crime Institute. All voting "Aye". MOTION PASSED

- 26681 AMEND FUNDING CONTRACTS WITH LIBRARIES IN HAYS COUNTY TO ALLOW FOR REGIONAL SERVICE OF CITIZENS FROM BEYOND THE COUNTY'S BORDERS [T1-369]**

Commissioner Barton spoke of need to change contracts that would allow citizens outside of Hays County to utilize library services. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize and request that legal Counsel Mark Kennedy amend funding contracts with libraries in Hays County to allow for Regional Service of citizens from beyond the County's borders and also to take care of other incidental legal issues to improve the contracts and to furthermore authorize the County Judge to execute the revised contracts. All voting "Aye". MOTION PASSED

- 26682 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY, THE CITY OF AUSTIN, AND THE HILL COUNTRY CONSERVANCY, REGARDING THE DAHLSTROM RANCH OPEN SPACE PROJECT [T1- 424]**

A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize the County Judge to execute the Second Amended and Restated Memorandum of Understanding between Hays County, the City of Austin, and the Hill Country Conservancy, regarding the Dahlstrom Ranch Open Space Project. All voting "Aye". MOTION PASSED

- DISCUSSION REGARDING ACCRUED COMPENSATORY AND/OR OVERTIME BY DEPUTY CONSTABLES, PARTICULARLY MARK HANNA, A DEPUTY CONSTABLE UNDER PCT. 2 CONSTABLE JAMES KOHLER [T1-468]**

Constable Pct. 2 James Kohler spoke of workload in his precinct. Court spoke of need to address time management issue. Court will consider in April 2010.



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- 26683 AUTHORIZE COUNTY JUDGE TO APPROVE AN AMENDMENT TO THE CONTRACT WITH PRIME STRATEGIES, INC. TO INCORPORATE THE PSA WITH TBG PARTNERS FOR THE ROADSIDE REVEGETATION OF US 290 WEST - TRAUTWEIN TO NUTTY BROWN [T1-1515]**

Commissioner Ford requested an amendment to the contract and approve Task#1= \$6,280 Jimmy Skipton gave public comment. A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize the County Judge to approve an Amendment to the Contract with Prime Strategies, Inc. to incorporate the PSA with TBG Partners for the roadside revegetation of US 290 West - Trautwein to Nutty Brown in an amount not to exceed \$6,280 as we go to the next stage. All voting "Aye". MOTION PASSED

- 26684 AMEND THE COURTHOUSE SECURITY BUDGET AND MOVE FUNDS FROM 107-612-00.5301 OPERATING EXPENSE TO 107-612-00.5551 CONTINUING EDUCATION IN ORDER TO PROCESS INVOICE FOR CS STAFF FIREARM TRAINING [T1-1119]**

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to amend the Courthouse Security Budget and move funds from 107-612-00.5301 Operating Expense to 107-612-00.5551 Continuing Education in order to process invoice for CS Staff Firearm Training. All voting "Aye". MOTION PASSED

- 26685 APPROVE ADDITIONAL FILING FEE FOR CASES FILED IN THE COUNTY COURT AT LAW TO BE USED TO DIGITIZE AND PRESERVE COURT RECORDS TO BE EFFECTIVE JANUARY 1, 2010 [T1-1148]**

A motion was made by Judge Sumter, seconded by Commissioner Ford to approve additional filing fee of \$10.00 for cases filed in the County Court at Law to be used to digitize and preserve Court Records to be effective January 1, 2010. All voting "Aye". MOTION PASSED

- 26686 ALLOW THE ROAD AND BRIDGE DEPARTMENT TO ASSIST THE HAYS-CALDWELL WOMEN'S CENTER IN CONSTRUCTION OF A DRIVEWAY AND A SMALL PARKING LOT [T1-1275]**

RPTD Director Jerry Borcharding estimates that this project would not exceed \$15,000 in road materials. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to allow the Road and Bridge Department to assist the Hays-Caldwell Women's Center in construction of a driveway and a small parking lot. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #25 RE: WORKSHOP ON RECORDS PRESERVATION ISSUES. POSSIBLE ACTION MAY FOLLOW was PULLED.

PURSUANT TO OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE 551.074, EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS AND TO DELIBERATE THE EVALUATION OF ALL INDIVIDUAL DEPARTMENT HEADS

Court convened into closed executive session at 12:00 p.m. and reconvened into open meeting at 1:45 p.m. No action taken.

Clerk's Note: Agenda Item #27 RE: EXECUTIVE SESSION PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE TO DISCUSS ECONOMIC DEVELOPMENT REGARDING PROJECT LEED was PULLED.

- 26687 DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS WITH ACTION [T1-790]**

Law Enforcement Facility update (jail kitchen improvements) was given by Phillip Buterbaugh of Broaddus & Associates. A motion was made by Commissioner Barton, seconded by Commissioner Conley to accept the recommendation of the selection committee and authorize and enter into negotiations for contract with JE Dunn. All voting "Aye". MOTION PASSED Bob Hinkle of Broaddus & Associates gave a status report in regards to progress on schematic designs for the Government Center.



Clerk's Note: Agenda Item #29 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR. POSSIBLE ACTION MAY FOLLOW was PULLED

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on DECEMBER 8, 2009.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

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## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:**

Report to Commissioners Court identifying administrative approvals issued during the month of November, 2009

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** December 8, 2009

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Yolanda Sanchez, Office Manager, RPTP

**SPONSORED BY:** Judge Elizabeth Sumter

**SUMMARY:**

In conformance with Hays County's Development Regulations this report identifies all administrative approvals issued by the department during the month of November, 2009.

# **HAYS COUNTY DEVELOPMENT AUTHORIZATIONS NOVEMBER 2009**

in accordance with Section 701.08.01(B)(2) and 711.03.01(B)(2) of the Hays County Development Regulations, the following Development Authorizations have been issued by the Department based upon and under the authority delegated to the Commissioners Court.

|    |          |                             |          |                                  |   |    |   |   |              |     |
|----|----------|-----------------------------|----------|----------------------------------|---|----|---|---|--------------|-----|
|    | 2009-75  | LARRY KRUIE                 | 11/05/09 | 1205 B OLD STAGECOACH ROAD       | N | RW | O | O | SPRAY        | SF  |
| LI | 2009-381 | JUSTIN GORDON               | 11/09/09 | RIM ROCK LOT 69 BLK D PH-1 SEC 3 | N | PB | O | O | SPRAY        | SF  |
|    | 2009-404 | KEVIN KERR                  | 11/12/09 | BURNETT RANCH LOT 206 SEC 2      | N | PV | O | O | SPRAY        | NSF |
|    | 2009-413 | JOHN MARTIN                 | 11/12/09 | RIM ROCK RANCH ESTATES LOT 3     | N | PV | O | O | STANDAR SHOP |     |
|    | 2008-412 | MARK MAYHEW                 | 11/13/09 | ACRES WILD                       | N | RW | O | O | SPRAY        | NSF |
|    | 2009-406 | RITA LENOC                  | 11/13/09 | 401 BOX CANYON ROAD              | N | PV | O | O | SPRAY        | SF  |
| LI | 2009-411 | DENISE MECK                 | 11/13/09 | CEDAR RIDGE LOT 24               | N | PB | O | O | SPRAY        | SF  |
|    | 2009-332 | EVARISTO & LUCILA HERNANDEZ | 11/13/09 | 147 PARK SOUTH DRIVE             | N | PB | O | O | SPRAY        | SF  |
|    | 2009-400 | JOSE LUIS URVINA            | 11/13/09 | ROCKY RANCH ACRES LOT 2-4        | N | PV | O | O | SPRAY        | SF  |
|    | 2009-395 | GREGORY PEPPER              | 11/16/09 | WIMBERLEY LOT 30 UNIT 2          | N | PV | O | O | SPRAY        | NSF |
|    | 2009-351 | HOMES BY AVI TEXAS          | 11/17/09 | SAWYER RANCH LOT 7 BLK F SEC 5   | N | PB | O | O | SPRAY        | SF  |
|    | 2009-414 | KAREN SOSBY                 | 11/17/09 | WOODCREEK LOT 21 BLK 2 SEC 3     | N | PB | O | O | LPD          | SF  |

|           |                            |          |                                       |   |    |   |   |         |        |
|-----------|----------------------------|----------|---------------------------------------|---|----|---|---|---------|--------|
| 2009-392  | FINELINE CUSTOM HOMES INC. | 11/17/09 | TUSCANY VILLA LOT 1                   | N | PV | O | O | SPRAY   | SF     |
| 2009-407  | JOHN MOORE                 | 11/17/09 | SKYLINE RANCH<br>ESTATES LOT 52       | N | PB | O | O | SPRAY   | SF     |
| 2009-390  | ASSYRIA ENTERPRISES, LTD   | 11/17/09 | CALICHE HILL LOT 2 SEC 2              | N | RW | O | O | LPD     | CO     |
| 2009-408  | BLANE LEUSCHNER            | 11/19/09 | CREEK ROAD RANCH LOT 6                | N | PB | O | O | SPRAY   | SF     |
| 2009-410  | TANDA FOX                  | 11/19/09 | HERITAGE OAKS LOT 126<br>SEC 2A       | N | PV | O | O | SPRAY   | SF     |
| 2009-416  | KAREN CAWLEY               | 11/20/09 | HILLTOP PLACE LOT 12<br>SEC 2         | N | PV | O | O | SPRAY   | SF     |
| 2009-417  | WIMBERLEY VALLEY HFH       | 11/20/09 | WOODCREEK LOT 20 SEC 1                | N | PB | O | O | SPRAY   | SF     |
| 2009-365  | THOMAS BENDALL             | 11/23/09 | LA VENTANA LOT 509 PH-6               | N | PB | O | O | SPRAY   | SF     |
| 2009-393  | TRICE HUMPERT              | 11/23/09 | HERITAGE OAKS LOT 135                 | N | PB | O | O | STANDAR | SF     |
| 2005-2049 | BRIAN SHARPLES             | 11/24/09 | BEAR CREEK OAKS LOT 24 & 25 SEC 2     | E | PV | O | O | SPRAY   | STUDIO |
| 2009-420  | ROBERT RABB                | 11/30/09 | RIVER MOUNTAIN RANCH<br>LOT 626 SEC 6 | N | PV | O | O | SPRAY   | SF     |
| 2009-426  | NATHAN JOHNSON             | 11/30/09 | GREAT HILLS ADDITION<br>LOT 19        | N | PB | O | O | CONV    | SF     |
|           |                            |          |                                       |   |    |   |   |         |        |
|           |                            |          |                                       |   |    |   |   |         |        |

**LEGEND:**

| <b>N/E</b>      | <b>New or Existing Development</b>  | <b>CO</b>  | <b>Commercial</b>        |
|-----------------|-------------------------------------|------------|--------------------------|
| <b>PB/PV</b>    | <b>Public or Private Facility</b>   | <b>SF</b>  | <b>Single Family</b>     |
| <b>FPI/O</b>    | <b>In or Out of a Floodplain</b>    | <b>NSF</b> | <b>Non-Single Family</b> |
| <b>RCH/O</b>    | <b>In or Out of a Recharge Zone</b> | <b>MH</b>  | <b>Mobile Home</b>       |
| <b>SYSTEM</b>   | <b>Type of System</b>               |            |                          |
| <b>DEV TYPE</b> | <b>Type of Development</b>          |            |                          |
| <b>PCT #</b>    | <b>Precinct Number</b>              |            |                          |

*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 Commercial OSSF Permit for Edward Taddia for an Automotive Repair Shop located at 100 Canyonwood, Dripping Springs, in Precinct 4.**

| CIRCLE ONE ACTION ITEM | Subdivision | Road | Staff Recommendation |
|------------------------|-------------|------|----------------------|
|------------------------|-------------|------|----------------------|

|                                                     |
|-----------------------------------------------------|
| PREFERRED MEETING DATE REQUESTED: December 15, 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 |
|---------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUMMARY:</b> Edward Taddia is proposing an OSSF to serve an Automotive Repair Shop at 100 Canyonwood, Dripping Springs, in Precinct 4. Sunset Canyon Sec V, Lot 1032. The property is 1.486 acres. It is a Non-Standard Treatment Unit (Recirculating Media Filter) utilizing drip irrigation dispersal for landscape irrigation. System designed David Venhuizenl, P.E. . The On Site Sewage Facility is designed for a maximum wastewater flow of 124 gpd. The water supply is rainwater collection. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### STAFF REVIEW/COMMENTS

|                                                                              |
|------------------------------------------------------------------------------|
| Resource Protection, Transportation & Planning Director: Recommend approval. |
|------------------------------------------------------------------------------|

|                   |
|-------------------|
| ROAD DIRECTOR: NA |
|-------------------|

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| <b>STAFF RECOMMENDATIONS:</b> Recommend approval. No variances to the Hays County OSSF Rules were required/granted. |
|---------------------------------------------------------------------------------------------------------------------|



# SITE PROFILE

Page 1  
12/8/2009

OSSF Permit #: 2009-318

**TYPES OF PERMITS:** ☒ OSSF permit ☒ Development permit ☒ Commercial

**PROPERTY ADDRESS:** 100 CANYONWOOD DRIVE, DRIPPING SPRINGS TX 78620

**NAME OF OWNER:** EDWARD TADDIA

**MAILING ADDRESS:** 451 S. CANYONWOOD DRIVE DRIPPING SPRINGS TX 78620

**Work Phone:**

**Cell:**

**Home Phone:** (512) 288-3874

**Fax:**

**throoms:** 3

**Septic Type:** Commercial

**Reason:**

**6000 Sq Ft**

**6 Employees**

**Purchased:** 8/3/2009

**Revision:**

**License Date:**

**Field:** 1275

**Plans:** 11/3/2009

**Final Inspection:**

**Printed:**

0 0 6 0

**Authorization:** 12/15/1990

**Approved By:**

**Installed:**

**Other Information:**

☒ Rainwater Collection  
☐ Well

☐ City limits  
☐ Water saving fixtures

☐ Public Sewer  
☒ Public Water

☒ ETJ Dripping Spring  
☐ Recharge zone

☐ Meter / Timer Required

**WaterSupply Company:**

**Record Set:**

**Volume:**

**Page:**

**HAYS COUNTY**

**Lot/Tract:** 1032

**Block:**

**Lot size:** 1.486

**Precinct/Zone:**

**Affidavit File Date:**

**Survey:**

**Grid/Section:** 5

**Subdivision:** SUNSET CANYON V

**Reference:**

**Evaluator's Information:** Site Evaluator: Venhuizen, David Type of soil: 3 Soil Date: 11/2/2009 124 GPD

*Maintenance contract to include monthly inspections for first 6 months of operation. After 6 months, if system is working properly and the maintenance provider submits a report with the opinion that inspections can be reduced to every 4 months with no harm to system, this will be allowed.*

## System Information:

**Manufacturer:**

**Distributor:**

**Designer:** Venhuizen, David

**Installer:** OSBOURN, CHRIS

**Treatment Type:** Sand Filter

**Disinfectant:**

**Flood Plain Permit:**

**Disposal:** Drip Emitters

**Drainfield:** 0 x 0 x 6 - 0

**Flood Plain Status:**

**Brand / Model**

**Serial Number**

**Date**

**Flood Plain Date:**

**System:**

**Flood Plain Certificate:**

**Aerator:**

**Flood Plain Complete:**

**Discharger:**

**Expiration Date:**

## Service and Maintenance Information

**Routine Maintenance Required**

**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:

# Tanks

Page 1  
12/8/2009

Permit: 2009-318

Site: 100 CANYONWOOD DRIVE DRIPPING SPRINGS

Owner: EDWARD TADDIA

---

## Two Compartment

|                        |                          |                    |
|------------------------|--------------------------|--------------------|
| Construction: Concrete | Date Installed:          | Baffles: Concrete  |
| Capacity: 1,000        | Manufacturer: SI Precast |                    |
| Depth:                 | Cover:                   | Filter             |
| Compartments: 0        | Days Between: 0          | Years Between: 0.0 |
| Tank Location: N 0     | Last Pumped:             |                    |
| W 0                    |                          |                    |
| Comments:              |                          |                    |

---

## Pump

|                        |                          |                    |
|------------------------|--------------------------|--------------------|
| Construction: Concrete | Date Installed:          | Baffles: Concrete  |
| Capacity: 1,000        | Manufacturer: SI Precast |                    |
| Depth:                 | Cover:                   | Filter             |
| Compartments: 0        | Days Between: 0          | Years Between: 0.0 |
| Tank Location: N 0     | Last Pumped:             |                    |
| W 0                    |                          |                    |
| Comments:              |                          |                    |

---

## Sand Filter Treatment

|                        |                          |                    |
|------------------------|--------------------------|--------------------|
| Construction: Concrete | Date Installed:          | Baffles: Concrete  |
| Capacity: 1,000        | Manufacturer: SI Precast |                    |
| Depth:                 | Cover:                   | Filter             |
| Compartments: 0        | Days Between: 0          | Years Between: 0.0 |
| Tank Location: N 0     | Last Pumped:             |                    |
| W 0                    |                          |                    |
| 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: Approve Utility Permits.**

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

**☐ WORKSHOP   ☐ PROCLAMATION   ☐ PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**SPONSORED BY: SUMTER**

| <b>Permit</b>  | <b>Road Name</b>            | <b>Type of Utility</b> |
|----------------|-----------------------------|------------------------|
| <b>#02041</b>  | <b>Hays County Acres Rd</b> | <b>Electric</b>        |
| <b># 02042</b> | <b>Pico Court</b>           | <b>Electric</b>        |

PERMIT NO. : 02042      APPLICATION DATE : 12/2/2009      APPROVED DATE :      12/15/2009

CO. CODE : PECJ      Company Name:      PEDERNALES      Type of Utility: ELECTRIC

City: JOHNSON CITY      Department:

ROAD NO. :      ROAD NAME : Pico Court      NAME Ernesto Hernande

SUBDIVISION :Falconwood      SEGMENT : 3

TYPE LINE :      Power line

DESCRIPTION :      Power poles and aerial line to be installed in  
right-of-way of Pico Court . . .

SPECIAL PROVISIONS : Traffic control required; poles to placed 10'  
from edge of travel lane



P.O. Box 1 Johnson City, Texas 78636-0001  
(830) 868-7155 • 1-888-554-4732

DATE: ~~November 4, 2009~~

12/2/2009

TO: Mr. Jerry Boerchding, P.E. c/o Mr. Tim Vandevorden

FAX NUMBER: (512) 738-7391/7393

FROM: Ernesto Hernandez, Right-Of-Way Agent

SUBJECT: Pico Court

TOTAL NUMBER OF PAGES 2 INCLUDING THIS PAGE.

MESSAGE: Enclosed is the proposed OVH single phase power line upon your county right-of-way. Please process the enclosed utility permit application and map(s) for your review on any construction permit(s) due to line extension and/or maintenance purposes on the required street encroachment(s). If you or Todd Spencer, Utility Inspector have any questions feel free in contacting our Line Staking office at 1-888-554-4732. Please send copy of approved permit via fax and/or contact the Line Staking Section (Ext. 7646) on any required site appointments. Thank You!

FAX NUMBER (830) 868-5196

---

If you do not receive all the pages, please call  
(830) 964-3348, Extension 7637.

---



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

## Application for Installation

### Utility Line on Hays County Right of Way

Date: November 4, 2009

Formal notice is hereby given that Pedernales Electric Cooperative, Inc.

Company proposes to place a OVH Single Phase Line

line within the right-of way of Pico Court

as follows: (give location, length, general design, etc.)

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 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 5th day of November, 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 Pedernales Electric Cooperative, Inc.

Title Engineer Supervisor

By (Print) Gary [Signature]

Address P. O. Box 2226  
Canyon Lake, Texas 78133-0009

Signature \_\_\_\_\_

Phone (830) 964-3346

|                                                  |                  |                |
|--------------------------------------------------|------------------|----------------|
| Approved by Hays County Road & Bridge Department |                  |                |
| <u>[Signature]</u>                               | <u>Inspector</u> | <u>12/8/09</u> |
| Signature                                        | Title            | Date           |

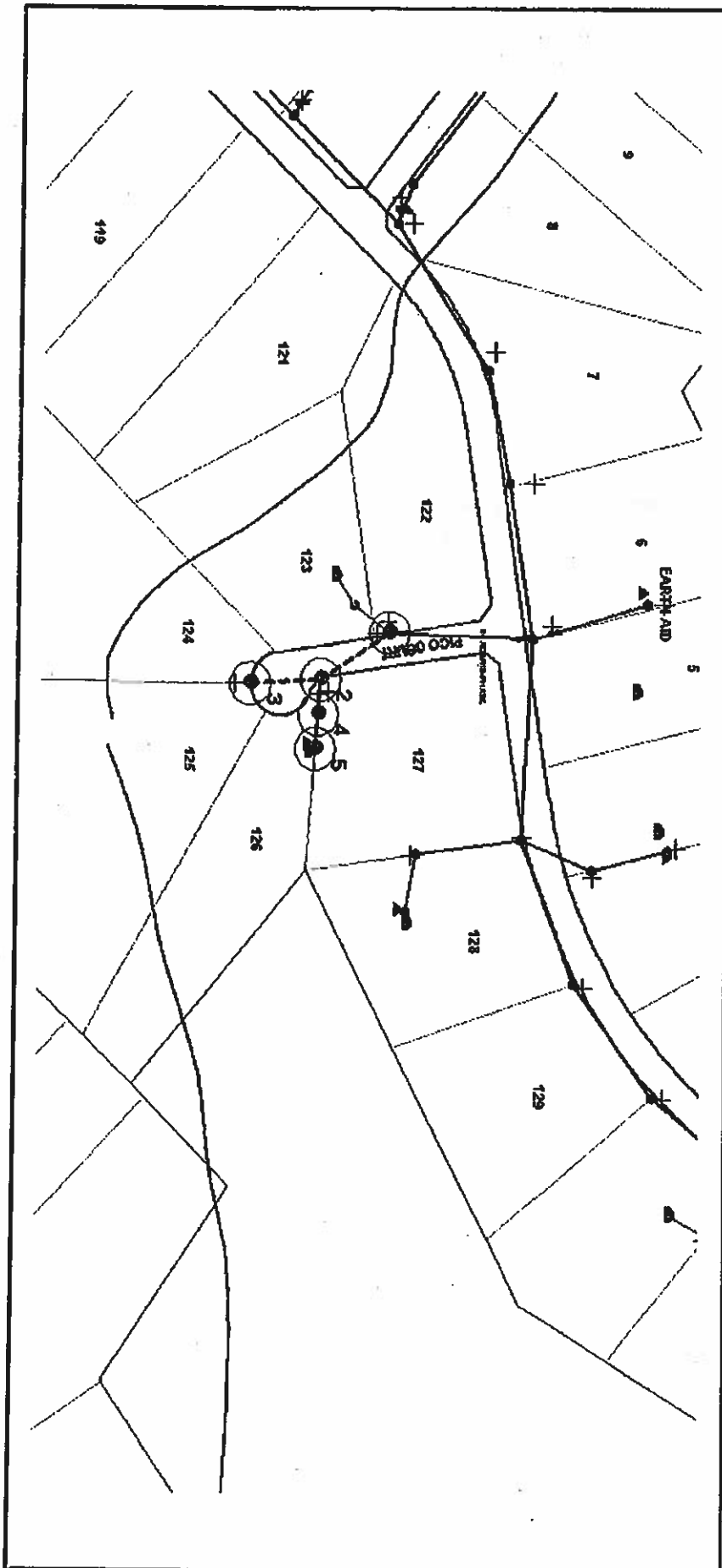
June 26, 2004



# Pedernales Electric Cooperative

Last Modified By: <%lastmodifiedby%>

CONSTRUCTION PACKET - MAP SKETCH  
Last Modified Time: <%lastmodifiedtime%>



PERMIT NO. : 02041      APPLICATION DATE :12/3/2009      APPROVED DATE :      12/15/2009

CO. CODE : LCRA      Company Name:      LCRA      Type of Utility: ELECTRIC

City: AUSTIN      Department: REAL ESTATE

ROAD NO. :      ROAD NAME : Hays Country Acres Rd.      NAME Randy Voorheis

SUBDIVISION :Hays Country Acres      SEGMENT : 4

TYPE LINE :      Water line

DESCRIPTION :      Water line to cross Hays Country Acres Rd. .  
..

SPECIAL PROVISIONS : Traffic Control required; casing required;  
Flowable fill required for backfill; min of 36" in  
depth; notify Hays County 24 hrs prior to  
construction





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

## Application for Installation

Utility Line on Hays County Right of Way

Date: DEC. 3<sup>rd</sup> 2009

Formal notice is hereby given that FIDLE VOORHEIS PARTNERSHIP LLP  
Company proposes to place a LCRA WATER LINE  
line within the right-of-way of HAS COUNTRY ACRES RD.  
as follows: (give location, length, general design, etc)

Attached

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 \_\_\_\_\_ complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 1<sup>st</sup> day of JAN, 2010.

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 FIDLE VOORHEIS PARTNERSHIP LLP

By (Print) Randy Voorheis

Signature [Signature]

Title MANAGING PARTNER

Address 1421 SHELTON RANCH RD.

DRIPPING SPRINGS, TX 78620

Phone 512-694-6115

Approved by Hays County Road & Bridge Department

[Signature]  
Signature

Inspector  
Title

12/3/09  
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 cancellation of December 29, 2009 Commissioners Court meeting.**

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

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**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 execute Amendment #3 to the Grant Project Agreement with the Texas Parks and Wildlife Department for the San Marcos Springs Conservation Park, extending the Agreement date to January 31, 2011.**

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

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Hauff**

**SPONSORED BY: Conley/Ford**

#### **SUMMARY:**

In May of 2005, the County executed a Memorandum of Understanding with the City of San Marcos and Texas State University to cooperatively work to raise funds to acquire 251 acres of land for the protection and enhancement of Spring Lake and the San Marcos River. On January 24, 2006 the Commissioners Court authorized an agreement with the City of San Marcos and the Nature Conservancy relating to the acquisition of this land, now known as the San Marcos Springs Conservation Park, by the City of San Marcos. The County agreed to both provide and pursue funding for the project.

The County provided \$700,000 from the first issuance of park bond funds and applied for a park grant from the Texas Parks and Wildlife Department (authorized by Commissioners Court on July 25, 2006) to secure additional funding. The grant, in the amount of \$400,000, was awarded to the County and accepted through Court action on April 17, 2007.

Several additional studies have been required for the project, including cultural resource investigations and items related to Edwards Aquifer Recharge Zone rules applied by the TCEQ, resulting in project delays. The current grant term expires on January 31, 2010. The Amendment will extend the grant termination date to January 31, 2011 and is the final time extension available. As design plans are nearly completed, it is expected that the project will be accomplished within this time frame. No County funds are necessary for this project.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**  
**TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT**  
**AMENDMENT TO PROJECT AGREEMENT**

Project Amendment Number: 48-001073.3

Project Name: HAYS COUNTY SAN MARCOS SPRINGS CONSERVATION PARK

\* \* \*

**THIS AMENDMENT to Project Agreement Number 48-001073 is hereby made and agreed upon by the State of Texas, acting through the Texas Parks and Wildlife Department and by the undersigned subdivision pursuant to the Texas Recreation and Parks Account Program.**

**The political subdivision (sponsor) and the State of Texas, in mutual consideration of the promises made herein and in the fund agreement of which this is an amendment, do promise as follows:**

**EXTEND** project period to January 31, 2011.

**In all other respects the fund agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment as of the date entered below.**

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

by

Tim Hogsett, Director, Recreation Grants Branch  
(Name and Title)

11-17-09  
TPWD Approval Date

**HAYS COUNTY**

Political Subdivision (Sponsor)

by

The Honorable Elizabeth Sumter, Co. Judge  
Name and 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#2010-B03 Tractor with side mounted Mower for the RPTP department to Dietz Tractor Company and authorize the Judge to sign contract.**

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

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: \$41,934.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-5714**

**REQUESTED BY: Herzog/Borcherding**

**SPONSORED BY: SUMTER**

**SUMMARY: See Attached Bid Tabulation.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Award of Bid#2010-B03 Tractor with side mounted Mower for the RPTP department to Dietz Tractor Company and authorize the Judge to sign contract.

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$41,934.00      020-710-5714

**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:** \_\_\_\_

Tractor with Side mounted Mower  
for RPTP

**Dietz Tractor Company****Tractor City**

|                                |                                                          |                               |
|--------------------------------|----------------------------------------------------------|-------------------------------|
| Bid Price:                     | \$ 41,934.00                                             | \$ 45,748.55                  |
| Brand Name/Model:              | Massey Ferguson 596<br>w/Chambers American Prds<br>RSM60 | John Deere & Alamo Industrial |
| Delivery:                      | 90 days from order                                       | 60 days                       |
| Additional Charges/Deviations: | None                                                     | none                          |



***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 on January 12, 2010 to establish traffic regulations in Belterra subdivision.**

| <b>CIRCLE ONE ACTION ITEM</b> | <b>Subdivision</b> | <b>Road</b> | <b>Staff Recommendation</b> |
|-------------------------------|--------------------|-------------|-----------------------------|
|-------------------------------|--------------------|-------------|-----------------------------|

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

**This public hearing will be to reduce the speed limit listed on the current Hays County Traffic Regulations list for roads listed below from 30 MPH to 25 MPH. Roads include: Abbey Drive, Abbott Drive, Aberdeen Court, Bolton Drive, Brighton Lane, Canterbury Drive, Cork Lane, Dorset Lane, Eaton Lane, Grafton Lane, Granite Lane, Holly Court, Kensington Lane, Kingston Way, Lexington Drive, Longmont Lane, Manchester Lane, Monarch Lane, Oxford Court, Palisade Drive, Serenity Court, Stratton Court, Torrington Drive, and Victoria Court.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

***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 to remove a section of Goforth Rd, CR 157 near the intersection of Mathias Lane, CR 123 from county maintenance and return ROW to adjacent property owners.**

|                            |                    |             |                             |
|----------------------------|--------------------|-------------|-----------------------------|
| <b>TYPE OF AGENDA ITEM</b> | <b>Subdivision</b> | <b>Road</b> | <b>Staff Recommendation</b> |
|----------------------------|--------------------|-------------|-----------------------------|

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: No new funds -- work will be done by existing crew**

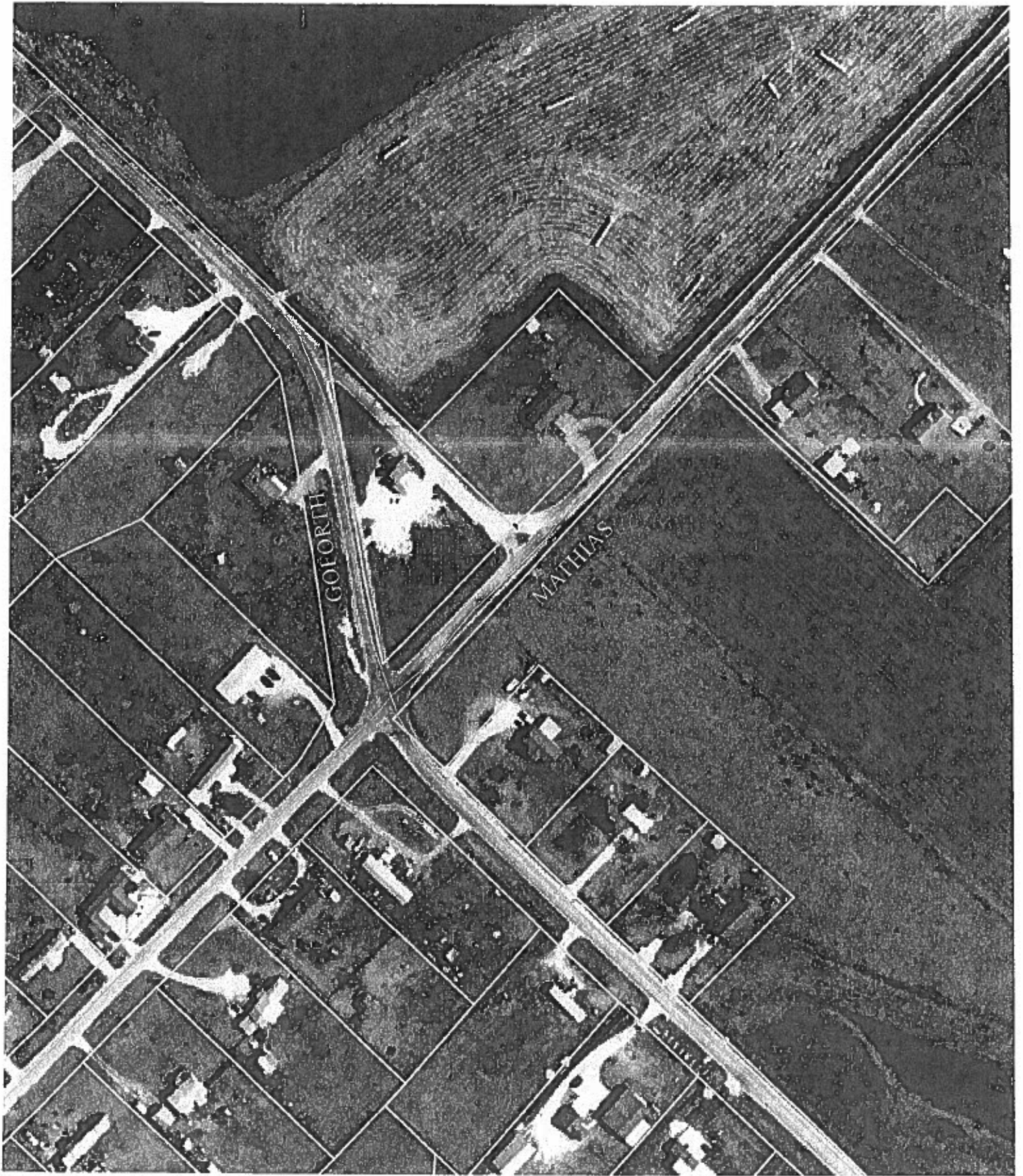
**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Pct Commissioner Jeff Barton**

**SUMMARY:** Mr. Borcharding and his staff have asked my office and the Commissioners Court to approve the removal of an unused section of Goforth Rd. east of Interstate 35 in the vicinity of SH 21 between Niederwald and Uhland. In fact, while records are unclear, it appears this section of the "road" might should have been removed when the intersection was improved with new routing on ROW granted by the property owners several years ago. Clarifying the situation now, and removing the old roadway would improve public safety by making the intersection less confusing and ensuring that traffic does not attempt to traverse what is now private land. Road department (RPTP) staff who have spoken with the adjoining landowners say they would also appreciate the effort. Following is a brief summary from RPTP staff. The road department estimates a 1 or 2 man crew would take less than 1 day to accomplish. /jwb

The ROW for an approximate 390-foot section of Goforth Rd is a part of the old road that intersects with Mathias Lane. Since the county was offered the choice to cut through the western property by the owner, the new ROW was to replace the old one. The GIS Department has designated the old section of Goforth Rd as just a property line and not a section currently under county maintenance. This action would allow the two adjacent property owners to utilize that piece of property that is the old ROW for Goforth Rd.



## *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:**

**08-2-61 Los Altos Hills Subdivision. Discussion and possible action to consider approval of a variance from section 5.8 of the Hays County Development Regulations, based on discussion 12/8/09.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Clint Garza**

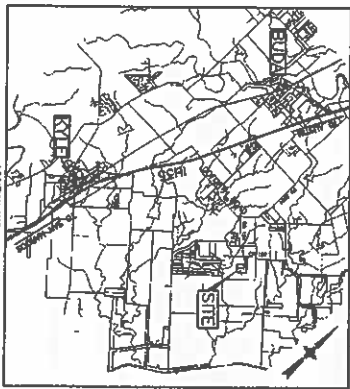
**SPONSORED BY: Pct. 2 Commissioner Jeff Barton**

#### **SUMMARY:**

**The Los Altos Hills subdivision was preliminarily approved 12-16-2008. Section 5.8 of the 2007 ~~Interim~~ Hays County Development Regulations requires that a final plat application be submitted within one year of preliminary approval. The developer has only recently received the permits from water and wastewater providers and requests additional time to formally file for final plat. ~~The variance request and a statement about wastewater quality are also in the backup.~~**

**This item was discussed at the December 8, 2009 Commissioners Court meeting and at the request of the Court, the developer has met with members of staff to agree on additional water quality measures to be implemented at the time of construction. As these additional requirements are beyond the requirements under the applicable development regulations, a development agreement will be necessary prior to final plat approval.**

**Additional back-up may be presented at the meeting.**



PROPERTY TOTAL = 34.16 AC.  
STREET EASE, 100' WIDE, = 2.10 AC.  
TOTAL = 32.06 AC.

LOT 100 ACROSS OF LAKESIDE  
LOT 100 LESS 100' WIDE LAKESIDE TRAIL 1.00 AC.  
LOT 100 LESS 100' WIDE LAKESIDE TRAIL 1.00 AC.  
LOT 100 LESS 100' WIDE LAKESIDE TRAIL 1.00 AC.  
LOT 100 LESS 100' WIDE LAKESIDE TRAIL 1.00 AC.  
LOT 100 LESS 100' WIDE LAKESIDE TRAIL 1.00 AC.  
TOTAL = 32.06 AC.

RAFAELA ROMERO ESTATE  
R19050  
BK. 2878, PG. 431  
CALLED 4.850 AC.

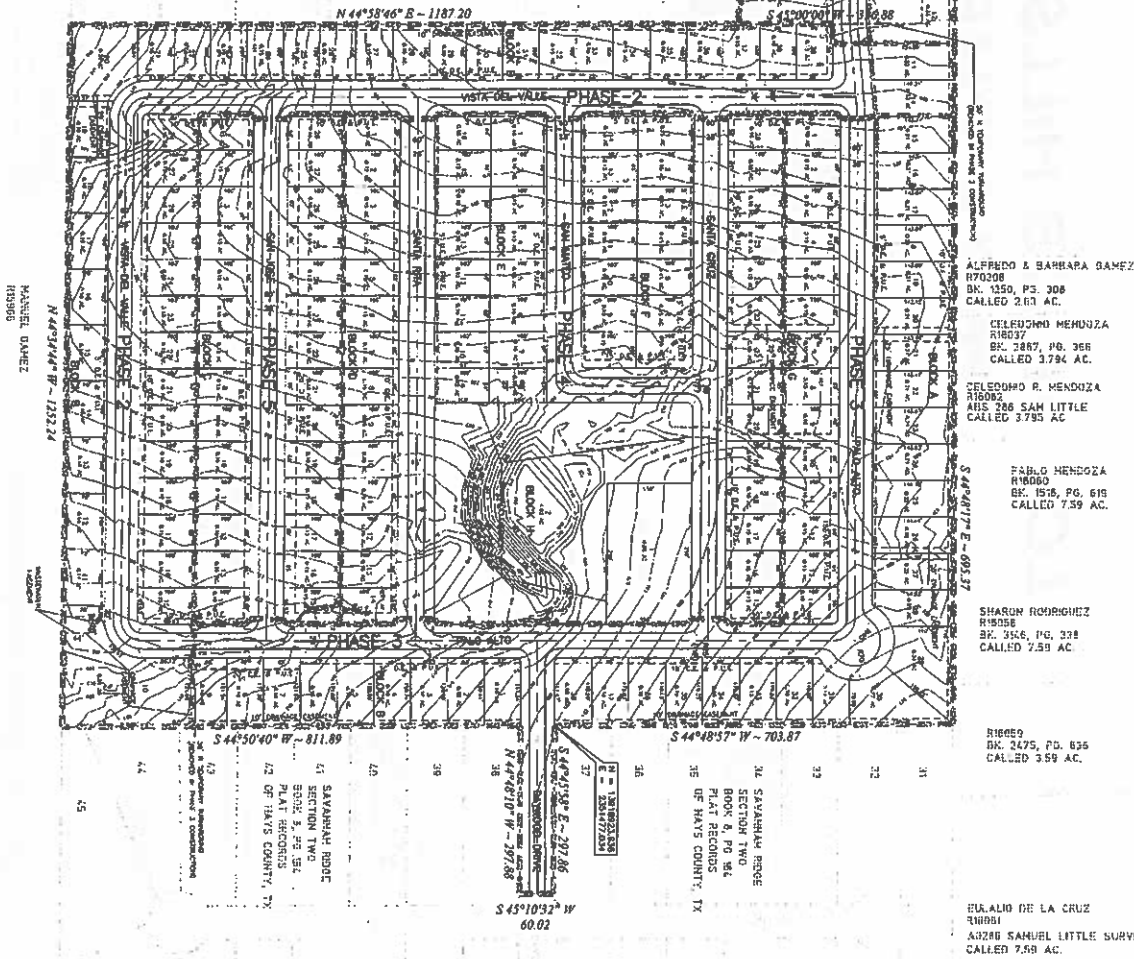
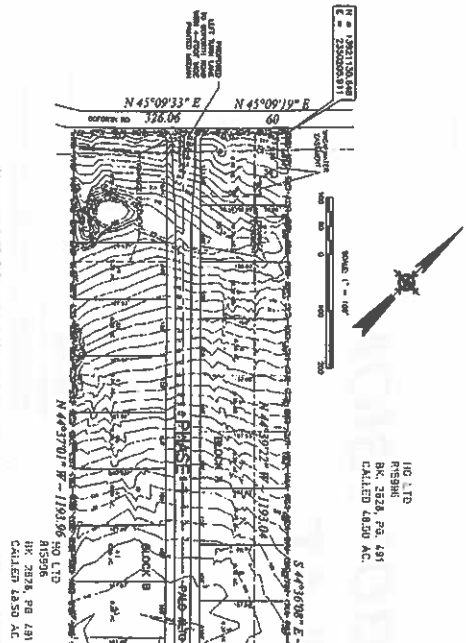
JOSEPH ROMERO  
R19050  
BK. 2878, PG. 431  
CALLED 4.107 AC.

MARGARITA ROMERO  
R19057  
BK. 2878, PG. 431  
CALLED 3.402 AC.

PAUL ROMERO  
R19058  
BK. 2878, PG. 431  
CALLED 4.102 AC.

FAUSTINO & MARIA ROMERO  
R19059  
BK. 2878, PG. 431  
CALLED 4.102 AC.

GERARD ROMERO  
R19053  
BK. 2878, PG. 431  
CALLED 4.102 AC.



NOTES:  
1. ALL LOTS ARE IN THE HAYS CONSOLIDATED SUBDIVISION.  
2. ALL LOTS ARE IN THE HAYS CONSOLIDATED SUBDIVISION.  
3. ALL LOTS ARE IN THE HAYS CONSOLIDATED SUBDIVISION.  
4. ALL LOTS ARE IN THE HAYS CONSOLIDATED SUBDIVISION.  
5. ALL LOTS ARE IN THE HAYS CONSOLIDATED SUBDIVISION.

|                                                |  |                                                                                                      |                                                                                                         |                                                                                                                  |                                                                                                                                                    |
|------------------------------------------------|--|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRELIMINARY PLAT</b><br>SHEET NO. 2<br>OF 2 |  | CLIENT/OWNER<br><b>GO FORTH DEVELOPMENT, LLC</b><br>8217 W. HWY 290, STE. 100<br>AUSTIN, TEXAS 78738 | PROJECT<br><b>LOS ALTOS HILLS SUBDIVISION</b><br><b>GO FORTH ROAD</b><br><b>EAST HAYS COUNTY, TEXAS</b> | DESIGNED: J.A.L. SCALE: AS SHOWN<br>DRAWN: J.A.L. DATE: FEB 2008<br>CHECKED: J.A.L. DATE: FEB 2008<br>REVISIONS: | <b>BAKER-AICKLEN &amp; ASSOCIATES, INC.</b><br>ENGINEERS/SURVEYORS<br>1000 E. 10th Street, Suite 101<br>San Antonio, Texas 78204<br>(210) 381-1100 |
|------------------------------------------------|--|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|



November 17, 2009

**Mr. Clint Garza**  
**HAYS COUNTY ENVIRONMENTAL HEALTH**  
**1251 Civic Center Loop**  
**San Marcos, Texas 78666**

**Re: Los Altos Hills Preliminary Plan  
Variance Request for One-Year Extension  
B-A Project No. 1554-4-001-16**

Dear Mr. Garza:

On behalf of the owner, please accept this letter as our variance request for a one-year extension of the approved Preliminary Plan. Refer to Article V, Section 5.8, Preliminary Plan Expiration, Hays County Subdivision and Development Regulations.

The Preliminary Plan was approved at the December 15, 2008 Commissioner Court meeting. Since that time, the owner has been diligently working with Aqua Texas and Goforth Special Utility District for wastewater and water service contracts/agreements, respectively. Contracts from both utility providers have just been recently received, and, the owner will need additional time, beyond December 15, 2009 to complete and execute them. Quite honestly, it has been very slow going with these providers.

Secondly, while Central Texas has fared better than other areas of the country economically, this area has not been immune. The housing market has been slow since and before last December. The extension of the Preliminary Plan would allow time for the housing market to rebound, and, make this residential subdivision even more attractive than before.

Consequently, we request a one-year extension to the approved Preliminary Plan. We request to be placed on the December 8, 2009 County Commissioners Court agenda for their approval action.

We trust you will find this variance request letter to be satisfactory. Please let us know if you need anything else.

Sincerely,

Stephen Aumsey

**Stephen A. Ramsey, P.E.**  
**Vice President Engineering Operations**

SAR:ymr

**Cc: Commissioner Jeff Barton  
Greg Gullett  
Bill Whatley**





9217 Hwy. 290 West, Suite 100, Austin, Texas 78736  
512.707.7027 • Fax 512.617.1524  
[www.wastewater-solutions.net](http://www.wastewater-solutions.net)

November 19, 2009

Commissioner Jeff Barton  
111 N. Front Street  
Kyle, Texas 78640

Dear Commissioner Barton,

My partner and I are the developers for the Los Altos Hills Subdivision. We also own a company that installs, operates, and maintains wastewater treatment plants. We have been doing this work for the last 15 years. We understand the importance of properly treating the wastewater that is generated from our proposed development probably better than most other developers. The treatment quality of the wastewater treatment plant that we are pumping our wastewater to is enhanced secondary treatment. We will use TCEQ approved means and methods to collect and transfer the wastewater to this treatment plant.

The quality of the water that is coming out of this plant is better than the quality required to irrigate with spray irrigation in areas that human contact is likely. As part of the agreement we have with the wastewater utility provider, we also have to provide them with an upgrade to their existing plant. We will provide a state of the art plant to treat the wastewater that is generated in our development. This will ensure that these stringent effluent standards are met for years to come. Please let me know if there is any other information that you require.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gregory Gullett", written in a cursive, flowing style.

Gregory Gullett



## *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:**

**09-2-34 Shadow Creek Subdivision, Phase 4, Section 1; Discussion and possible action to consider approval of final plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Clint Garza**

**SPONSORED BY: Commissioner Pct. 2 Jeff Barton**

**SUMMARY:**

**The Shadow Creek Subdivision is located off of Old Goforth Road In Precinct 2. Phase 4 Section 1 of Shadow Creek is located at a secondary entrance, Spanish Trails Blvd. This section consists of 66 total lots (64 residential and 2 greenbelt/drainage) located on 13.71 acres. The average lot size is .207 acres, with most lots about 40' X 120' in actual size. Water source is provided by Goforth Special Utility district and wastewater service is provided by North Hays County MUD #1 (GBRA). Preliminary plan was approved under the 1997 Hays County Development Regulations. There are no variances.**

## 42

# SHADOW CREEK PHASE FOUR SECTION ONE

SPANISH TRAILS BLVD  
(70' RIGHT-OF-WAY)  
SHADOW CREEK PHASE THREE SECTION THREE  
13/329

REMAINDER OF  
290.379 ACRE TRACT  
HAYS SHADOW  
CREEK DEVELOPMENT  
VOL. 2831 PG. 120

CHAPARRAL CONTROL  
POINT "P278" AND  
SITE BENCHMARK

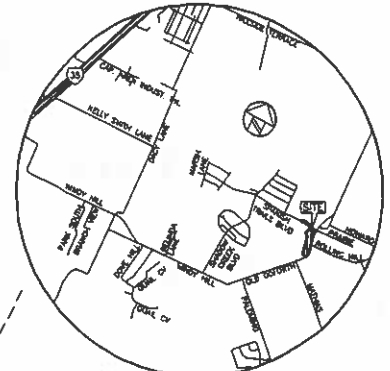
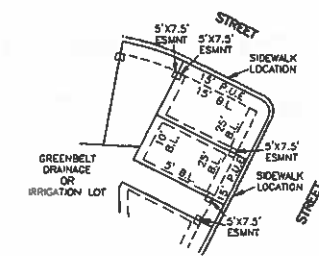
REMAINDER OF  
182.00 ACRE TRACT  
HAYS SHADOW  
CREEK DEVELOPMENT  
VOL. 2453 PG. 750

CHAPARRAL CONTROL POINT "P278"  
4" ALUMINUM DISK SET IN  
CONCRETE STAMPED "P278"  
TEXAS SOUTH CENTRAL ZONE STATE  
PLANE COORDINATES:  
N 13927837.50  
E 2341078.23  
SURFACE COORDINATES:  
N 13928091.12  
E 2341288.85  
ELEVATION = 878.15'  
VERTICAL DATUM: NAVD 88 (GEOID 98)  
COMBINED SCALE FACTOR = 0.98991  
(FOR SURFACE TO GRID CONVERSION)  
INVERSE SCALE FACTOR = 1.0000900081  
(FOR GRID TO SURFACE CONVERSION)  
SCALED ABOUT 0.0  
TEXAS SOUTH CENTRAL ZONE 4204

REMAINDER OF  
290.379 ACRE TRACT  
HAYS SHADOW  
CREEK DEVELOPMENT  
VOL. 2631 PG. 120

## TYPICAL LOT EASEMENTS

1. 25' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.
2. 15' SIDE RIGHT-OF-WAY BUILDING SETBACK LINE.
3. 10' REAR BUILDING SETBACK LINE.
4. 5' SIDE BUILDING SETBACK LINE.
5. 15' PUBLIC UTILITY EASEMENT ALONG ALL RIGHT-OF-WAYS.
6. SIDEWALK LOCATION IN RIGHT-OF-WAY.
7. 5'X7.5' P.U.E. ADJOINING 15' P.U.E. AT ALL FRONT LOT LINES, INCLUDING GREENBELT, DRAINAGE AND IRRIGATION LOTS, AS SHOWN.



LOCATION MAP  
NOT TO SCALE



- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
  - ⊙ 1/2" REBAR WITH RUST E&B SURVEYING CAP FOUND
  - ⊙ 1/2" REBAR WITH CHAPARRAL CAP TO BE SET
  - ⊙ FENCE POST FOUND
  - ⊙ BENCHMARK LOCATION
  - D.E. DRAINAGE EASEMENT

WINDY HILL ROAD (RIGHT-OF-WAY WIDTH Varies)

VESTAL ROAD  
(50' RIGHT-OF-WAY)

REMAINDER OF  
290.379 ACRE TRACT  
HAYS SHADOW  
CREEK DEVELOPMENT  
VOL. 2631 PG. 120

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724

PROJECT NO.:  
684-001  
DRAWING NO.:  
684-001-PL2  
PLOT DATE:  
12/01/09  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
SF  
SHEET  
01 OF 03

## ***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:**

**09-2-35 Shadow Creek Subdivision, Phase 4, Section 2; Discussion and possible action to consider approval of final plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: N/A**

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

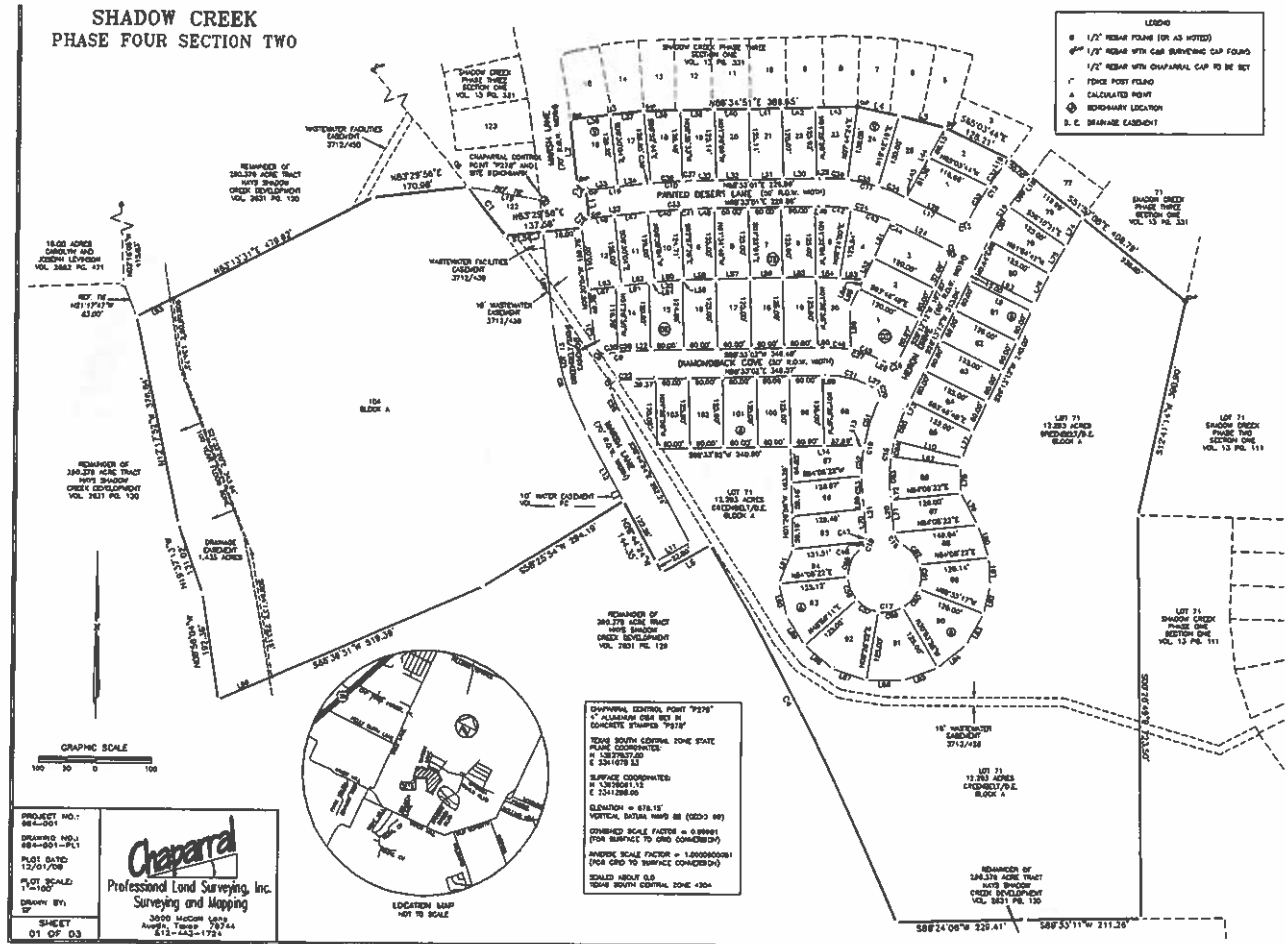
**REQUESTED BY: Clint Garza**

**SPONSORED BY: Commissioner Pct. 2 Jeff Barton**

**SUMMARY:**

**The Shadow Creek Subdivision is located off of Old Goforth Road In Precinct 2. Phase 4 Section 2 of Shadow Creek is located in the interior of the division perpendicular to Marsh Lane. This section consists of 60 total lots (57 residential, 1 school and 2 greenbelt/drainage) located on 38.521 acres. The average lot size is .58 acres, with most lots about 60' X 120' in actual size. The overall lot size for the development is larger than other sections as a result of the inclusion of 2 lots greater than 10 acres in size. One of which is a greenbelt/drainage lot and the other will be utilized for the location of a school. Water source is provided by Goforth Special Utility district and wastewater service is provided by North Hays County MUD #1 (GBRA). Preliminary plan was approved under the 1997 Hays County Development Regulations. There are no variances.**

# SHADOW CREEK PHASE FOUR SECTION TWO



PROJECT NO.:  
SBA-001-PL1  
PLAT DATE:  
12/01/08  
DRAWN BY:  
SP  
SHEET  
01 OF 03

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3000 MAGNOLIA  
SUITE 100  
FREMONT, CA 94539-1724  
916-443-1724

## SHADOW CREEK PHASE FOUR SECTION TWO

| CURVE DATA |             |         |        |        |        |             |             |
|------------|-------------|---------|--------|--------|--------|-------------|-------------|
| NO.        | DETA        | RADIUS  | TAN    | ARC    | D-ORD  | BEARING     | BEARING     |
| 1          | 1°11'34"    | 3268.00 | 35.63  | 110.04 | 112.09 | S13°15'45"E | (BEARING 1) |
| 2          | 8°56'28"    | 15.00   | 18.90  | 23.58  | 21.21  | S82°30'46"E | (BEARING 2) |
| 3          | 8°00'31"    | 15.00   | 18.90  | 23.58  | 21.21  | S81°29'46"E | (BEARING 3) |
| 4          | 8°00'31"    | 3268.00 | 327.28 | 253.31 | 752.67 | N67°22'30"E |             |
| 5          | 3°41'20"    | 3268.00 | 170.19 | 340.35 | 340.35 | N48°49'23"E | (BEARING 5) |
| 6          | S 82°34'31" | 327.24  | 24.58  | 34.01  | 48.86  | S82°13'46"E |             |
| 7          | 2°14'20"    | 15.00   | 18.92  | 23.68  | 23.82  | S72°27'46"E |             |
| 8          | 2°14'20"    | 3268.00 | 328.09 | 256.16 | 206.36 | S17°33'11"E |             |
| 9          | 8°42'45"    | 15.00   | 18.92  | 23.68  | 23.82  | S17°11'46"E |             |

| LINE TABLE |             |         |                     |
|------------|-------------|---------|---------------------|
| No.        | BEARING     | LENGTH  | RECORD              |
| L1         | N68°21'55"W | 50.00'  | (668°37'4" 80.00')  |
| L2         | N68°30'04"W | 113.01' | (668°30'4" 113.01') |
| L3         | N45°14'02"E | 133.38' | (645°16'0" 133.38') |
| L4         | S78°04'21"E | 78.28'  | (618°04'21" 78.28') |
| L5         | S73°50'33"E | 84.31'  | (618°00'33" 84.31') |

|                                     |    |
|-------------------------------------|----|
| TOTAL NO. SINGLE FAMILY LOTS        | 61 |
| TOTAL NO. GREENBELT, & BURNAGE LOTS | 2  |
| TOTAL NO. SCHOOL LOT                | 1  |
| TOTAL NO. BLOCKS                    | 3  |

| CURVE DATA |           |        |       |       |       |             |  |
|------------|-----------|--------|-------|-------|-------|-------------|--|
| NO.        | DETA      | RADIUS | TANG  | ARC   | CHORD | BEARING     |  |
| C10        | 83°39.30" | 100.00 | 45.81 | 90.37 | 90.34 | S46°12'30"E |  |
| C11        | 83°39.30" | 100.00 | 45.81 | 90.37 | 90.34 | N42°30'00"E |  |
| C12        | 87°06.10" | 15.00  | 14.24 | 27.26 | 26.80 | N02°30'12"E |  |
| C13        | 87°06.10" | 15.00  | 14.24 | 27.26 | 26.80 | S32°30'12"E |  |
| C14        | 87°06.10" | 15.00  | 14.24 | 27.26 | 26.80 | S02°30'12"E |  |
| C15        | 87°06.10" | 15.00  | 14.24 | 27.26 | 26.80 | N02°30'12"E |  |
| C16        | 81°15.00" | 25.00  | 12.24 | 24.44 | 23.07 | S33°30'18"E |  |
| C17        | 81°15.00" | 25.00  | 12.24 | 24.44 | 23.07 | N43°30'18"E |  |
| C18        | 81°15.00" | 25.00  | 12.24 | 24.44 | 23.07 | N03°30'18"E |  |
| C19        | 81°15.00" | 25.00  | 12.24 | 24.44 | 23.07 | S43°30'18"E |  |
| C20        | 81°15.00" | 25.00  | 12.24 | 24.44 | 23.07 | S03°30'18"E |  |
| C21        | 77°01.11" | 10.00  | 9.57  | 23.88 | 17.68 | N11°11'11"E |  |
| C22        | 77°01.11" | 10.00  | 9.57  | 23.88 | 17.68 | S11°11'11"E |  |
| C23        | 81°14.48" | 27.75  | 18.15 | 39.28 | 39.28 | S48°23'29"E |  |
| C24        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N00°00'00"E |  |
| C25        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N11°11'11"E |  |
| C26        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N22°22'22"E |  |
| C27        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N33°33°33"E |  |
| C28        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N44°44°44"E |  |
| C29        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N55°55°55"E |  |
| C30        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N66°66°66"E |  |
| C31        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N77°77°77"E |  |
| C32        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N88°88°88"E |  |
| C33        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N99°99°99"E |  |
| C34        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S00°00'00"E |  |
| C35        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S11°11'11"E |  |
| C36        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S22°22'22"E |  |
| C37        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S33°33°33"E |  |
| C38        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S44°44°44"E |  |
| C39        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S55°55°55"E |  |
| C40        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S66°66°66"E |  |
| C41        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S77°77°77"E |  |
| C42        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S88°88°88"E |  |
| C43        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S99°99°99"E |  |
| C44        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N00°00'00"E |  |
| C45        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N11°11'11"E |  |
| C46        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N22°22'22"E |  |
| C47        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N33°33°33"E |  |
| C48        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N44°44°44"E |  |
| C49        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N55°55°55"E |  |
| C50        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N66°66°66"E |  |
| C51        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N77°77°77"E |  |
| C52        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N88°88°88"E |  |
| C53        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N99°99°99"E |  |
| C54        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S00°00'00"E |  |
| C55        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S11°11'11"E |  |
| C56        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S22°22'22"E |  |
| C57        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S33°33°33"E |  |
| C58        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S44°44°44"E |  |
| C59        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S55°55°55"E |  |
| C60        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S66°66°66"E |  |
| C61        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S77°77°77"E |  |
| C62        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S88°88°88"E |  |
| C63        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S99°99°99"E |  |
| C64        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N00°00'00"E |  |
| C65        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N11°11'11"E |  |
| C66        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N22°22'22"E |  |
| C67        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N33°33°33"E |  |
| C68        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N44°44°44"E |  |
| C69        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N55°55°55"E |  |
| C70        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N66°66°66"E |  |
| C71        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N77°77°77"E |  |
| C72        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N88°88°88"E |  |
| C73        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N99°99°99"E |  |
| C74        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S00°00'00"E |  |
| C75        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S11°11'11"E |  |
| C76        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S22°22'22"E |  |
| C77        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S33°33°33"E |  |
| C78        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S44°44°44"E |  |
| C79        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S55°55°55"E |  |
| C80        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S66°66°66"E |  |
| C81        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S77°77°77"E |  |
| C82        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S88°88°88"E |  |
| C83        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S99°99°99"E |  |
| C84        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N00°00'00"E |  |
| C85        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N11°11'11"E |  |
| C86        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N22°22'22"E |  |
| C87        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N33°33°33"E |  |
| C88        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N44°44°44"E |  |
| C89        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N55°55°55"E |  |
| C90        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N66°66°66"E |  |
| C91        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N77°77°77"E |  |
| C92        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N88°88°88"E |  |
| C93        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | N99°99°99"E |  |
| C94        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S00°00'00"E |  |
| C95        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S11°11'11"E |  |
| C96        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S22°22'22"E |  |
| C97        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S33°33°33"E |  |
| C98        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S44°44°44"E |  |
| C99        | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S55°55°55"E |  |
| C100       | 83°00.00" | 15.00  | 15.00 | 30.00 | 30.00 | S66°66°66"E |  |

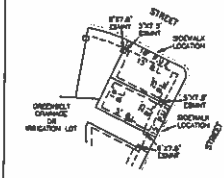
| LINE TABLE |                  |        |
|------------|------------------|--------|
| NO.        | BEARING          | LENGTH |
| 1          | N 111° 34' 11" E | 100.30 |
| 2          | S 88° 00' 00" E  | 100.30 |
| 3          | W 93° 54' 34" E  | 128.00 |
| 4          | S 88° 00' 00" E  | 128.00 |
| 5          | N 111° 34' 11" E | 100.30 |
| 6          | N 44° 24' 24" E  | 139.68 |
| 7          | S 88° 00' 00" E  | 139.68 |
| 8          | N 44° 24' 24" E  | 139.68 |
| 9          | S 88° 00' 00" E  | 139.68 |
| 10         | N 44° 24' 24" E  | 139.68 |
| 11         | S 88° 00' 00" E  | 139.68 |
| 12         | N 44° 24' 24" E  | 139.68 |
| 13         | S 88° 00' 00" E  | 139.68 |
| 14         | N 44° 24' 24" E  | 139.68 |
| 15         | S 88° 00' 00" E  | 139.68 |
| 16         | N 44° 24' 24" E  | 139.68 |
| 17         | S 88° 00' 00" E  | 139.68 |
| 18         | N 44° 24' 24" E  | 139.68 |
| 19         | S 88° 00' 00" E  | 139.68 |
| 20         | N 44° 24' 24" E  | 139.68 |
| 21         | S 88° 00' 00" E  | 139.68 |
| 22         | N 44° 24' 24" E  | 139.68 |
| 23         | S 88° 00' 00" E  | 139.68 |
| 24         | N 44° 24' 24" E  | 139.68 |
| 25         | S 88° 00' 00" E  | 139.68 |
| 26         | N 44° 24' 24" E  | 139.68 |
| 27         | S 88° 00' 00" E  | 139.68 |
| 28         | N 44° 24' 24" E  | 139.68 |
| 29         | S 88° 00' 00" E  | 139.68 |
| 30         | N 44° 24' 24" E  | 139.68 |
| 31         | S 88° 00' 00" E  | 139.68 |
| 32         | N 44° 24' 24" E  | 139.68 |
| 33         | S 88° 00' 00" E  | 139.68 |
| 34         | N 44° 24' 24" E  | 139.68 |
| 35         | S 88° 00' 00" E  | 139.68 |
| 36         | N 44° 24' 24" E  | 139.68 |
| 37         | S 88° 00' 00" E  | 139.68 |
| 38         | N 44° 24' 24" E  | 139.68 |
| 39         | S 88° 00' 00" E  | 139.68 |
| 40         | N 44° 24' 24" E  | 139.68 |
| 41         | S 88° 00' 00" E  | 139.68 |
| 42         | N 44° 24' 24" E  | 139.68 |
| 43         | S 88° 00' 00" E  | 139.68 |
| 44         | N 44° 24' 24" E  | 139.68 |
| 45         | S 88° 00' 00" E  | 139.68 |
| 46         | N 44° 24' 24" E  | 139.68 |
| 47         | S 88° 00' 00" E  | 139.68 |
| 48         | N 44° 24' 24" E  | 139.68 |
| 49         | S 88° 00' 00" E  | 139.68 |
| 50         | N 44° 24' 24" E  | 139.68 |
| 51         | S 88° 00' 00" E  | 139.68 |
| 52         | N 44° 24' 24" E  | 139.68 |
| 53         | S 88° 00' 00" E  | 139.68 |
| 54         | N 44° 24' 24" E  | 139.68 |
| 55         | S 88° 00' 00" E  | 139.68 |
| 56         | N 44° 24' 24" E  | 139.68 |
| 57         | S 88° 00' 00" E  | 139.68 |
| 58         | N 44° 24' 24" E  | 139.68 |
| 59         | S 88° 00' 00" E  | 139.68 |
| 60         | N 44° 24' 24" E  | 139.68 |
| 61         | S 88° 00' 00" E  | 139.68 |
| 62         | N 44° 24' 24" E  | 139.68 |
| 63         | S 88° 00' 00" E  | 139.68 |
| 64         | N 44° 24' 24" E  | 139.68 |
| 65         | S 88° 00' 00" E  | 139.68 |
| 66         | N 44° 24' 24" E  | 139.68 |
| 67         | S 88° 00' 00" E  | 139.68 |
| 68         | N 44° 24' 24" E  | 139.68 |
| 69         | S 88° 00' 00" E  | 139.68 |
| 70         | N 44° 24' 24" E  | 139.68 |
| 71         | S 88° 00' 00" E  | 139.68 |
| 72         | N 44° 24' 24" E  | 139.68 |
| 73         | S 88° 00' 00" E  | 139.68 |
| 74         | N 44° 24' 24" E  | 139.68 |
| 75         | S 88° 00' 00" E  | 139.68 |
| 76         | N 44° 24' 24" E  | 139.68 |
| 77         | S 88° 00' 00" E  | 139.68 |
| 78         | N 44° 24' 24" E  | 139.68 |
| 79         | S 88° 00' 00" E  | 139.68 |
| 80         | N 44° 24' 24" E  | 139.68 |
| 81         | S 88° 00' 00" E  | 139.68 |
| 82         | N 44° 24' 24" E  | 139.68 |
| 83         | S 88° 00' 00" E  | 139.68 |
| 84         | N 44° 24' 24" E  | 139.68 |
| 85         | S 88° 00' 00" E  | 139.68 |
| 86         | N 44° 24' 24" E  | 139.68 |
| 87         | S 88° 00' 00" E  | 139.68 |
| 88         | N 44° 24' 24" E  | 139.68 |
| 89         | S 88° 00' 00" E  | 139.68 |
| 90         | N 44° 24' 24" E  | 139.68 |
| 91         | S 88° 00' 00" E  | 139.68 |
| 92         | N 44° 24' 24" E  | 139.68 |
| 93         | S 88° 00' 00" E  | 139.68 |
| 94         | N 44° 24' 24" E  | 139.68 |
| 95         | S 88° 00' 00" E  | 139.68 |
| 96         | N 44° 24' 24" E  | 139.68 |
| 97         | S 88° 00' 00" E  | 139.68 |
| 98         | N 44° 24' 24" E  | 139.68 |
| 99         | S 88° 00' 00" E  | 139.68 |
| 100        | N 44° 24' 24" E  | 139.68 |

| LINE TABLE |             |        |
|------------|-------------|--------|
| Sta.       | BEARING     | LENGTH |
| 1          | S05°31'38"E | 22.66  |
| 170        | S01°01'38"E | 44.60  |
| 171        | N00°14'30"E | 31.27  |
| 172        | S01°01'38"E | 44.60  |
| 173        | S12°12'12"E | 50.85  |
| 174        | S11°30'30"E | 58.51  |
| 175        | S30°27'38"E | 47.87  |
| 176        | S76°30'30"E | 58.16  |
| 177        | S27°17'24"E | 47.87  |
| 178        | S11°01'38"E | 47.87  |
| 179        | S11°01'38"E | 47.87  |
| 180        | S18°41'40"E | 44.60  |
| 181        | S07°31'38"E | 50.86  |
| 182        | S17°45'50"E | 50.86  |
| 183        | S30°19'18"E | 85.16  |
| 184        | S17°45'50"E | 50.86  |
| 185        | S07°31'38"E | 50.86  |
| 186        | S07°31'38"E | 85.16  |
| 187        | N07°11'11"E | 10.82  |
| 188        | N50°58'18"E | 85.16  |
| 189        | S41°53'45"E | 50.86  |
| 190        | S41°53'45"E | 50.86  |
| 191        | N14°54'45"E | 50.86  |
| 192        | S01°58'18"E | 72.00  |
| 193        | N48°48'48"E | 525.00 |
| 194        | N07°58'18"E | 10.82  |
| 195        | N08°53'18"E | 72.00  |
| 196        | S48°53'18"E | 10.82  |
| 197        | S48°53'18"E | 72.00  |
| 198        | S01°58'18"E | 10.82  |

|                                        |                   |               |            |
|----------------------------------------|-------------------|---------------|------------|
| LOT AREA                               | 124,638 SQ. FT.   | 2.8664 ACRES  |            |
| STREET ROW AREA                        | 123,630 SQ. FT.   | 2.8517 ACRES  |            |
| TOTAL AREA                             | 1,077,876 SQ. FT. | 24.6311 ACRES |            |
| COVERING STREET FRONTAGE               |                   |               |            |
| STREET NAME                            | ROW WIDTH         | WIDTH         | TYPE       |
| PHINNEY BOULEVARD                      | 50'               | 74'           | LOCAL      |
| MERIDIAN DRIVE                         | 50'               | 76'           | LOCAL      |
| DANFORTHBOULEVARD                      | 50'               | 58'           | LOCAL      |
| MARSH LANE                             | 70'               | 81'           | COLLECTION |
| TOTAL LINEAR FEET OF STREET ROW 3,791' |                   |               |            |

| BLOCK 4 |                  |        |         | BLOCK 5 |                  |        |         |
|---------|------------------|--------|---------|---------|------------------|--------|---------|
| NO.     | BEARING          | LENGTH | REMARKS | NO.     | BEARING          | LENGTH | REMARKS |
| 1       | N 111° 34' 11" E | 1.00   | 1.00    | 1       | N 111° 34' 11" E | 1.00   | 1.00    |
| 2       | S 77° 17' 39" E  | 0.19   | 1.21    | 2       | S 77° 17' 39" E  | 0.19   | 1.21    |
| 3       | S 83° 10' 06" E  | 0.16   | 1.17    | 3       | S 83° 10' 06" E  | 0.16   | 1.17    |
| 4       | S 74° 51' 17" E  | 0.17   | 1.33    | 4       | S 74° 51' 17" E  | 0.17   | 1.33    |
| 5       | E 120° 00' 00" E | 0.17   | 1.51    | 5       | E 120° 00' 00" E | 0.17   | 1.51    |
| 6       | E 120° 00' 00" E | 0.17   | 1.78    | 6       | E 120° 00' 00" E | 0.17   | 1.78    |
| 7       | S 72° 00' 00" E  | 0.17   | 2.05    | 7       | S 72° 00' 00" E  | 0.17   | 2.05    |
| 8       | S 72° 00' 00" E  | 0.17   | 2.32    | 8       | S 72° 00' 00" E  | 0.17   | 2.32    |
| 9       | E 81° 1' 1" E    | 0.14   | 2.53    | 9       | E 81° 1' 1" E    | 0.14   | 2.53    |
| 10      | S 68° 12' 00" E  | 0.18   | 2.75    | 10      | S 68° 12' 00" E  | 0.18   | 2.75    |
| 11      | S 68° 12' 00" E  | 0.18   | 2.97    | 11      | S 68° 12' 00" E  | 0.18   | 2.97    |
| 12      | E 83° 23' 18" E  | 0.14   | 3.11    | 12      | E 83° 23' 18" E  | 0.14   | 3.11    |
| 13      | S 63° 18' 00" E  | 0.18   | 3.29    | 13      | S 63° 18' 00" E  | 0.18   | 3.29    |
| 14      | S 63° 18' 00" E  | 0.18   | 3.47    | 14      | S 63° 18' 00" E  | 0.18   | 3.47    |
| 15      | E 81° 1' 1" E    | 0.14   | 3.61    | 15      | E 81° 1' 1" E    | 0.14   | 3.61    |
| 16      | S 68° 12' 00" E  | 0.18   | 3.79    | 16      | S 68° 12' 00" E  | 0.18   | 3.79    |
| 17      | S 68° 12' 00" E  | 0.18   | 3.97    | 17      | S 68° 12' 00" E  | 0.18   | 3.97    |
| 18      | E 83° 23' 18" E  | 0.14   | 4.11    | 18      | E 83° 23' 18" E  | 0.14   | 4.11    |
| 19      | S 63° 18' 00" E  | 0.18   | 4.29    | 19      | S 63° 18' 00" E  | 0.18   | 4.29    |
| 20      | S 63° 18' 00" E  | 0.18   | 4.47    | 20      | S 63° 18' 00" E  | 0.18   | 4.47    |
| 21      | E 81° 1' 1" E    | 0.14   | 4.61    | 21      | E 81° 1' 1" E    | 0.14   | 4.61    |
| 22      | S 68° 12' 00" E  | 0.18   | 4.79    | 22      | S 68° 12' 00" E  | 0.18   | 4.79    |
| 23      | S 68° 12' 00" E  | 0.18   | 4.97    | 23      | S 68° 12' 00" E  | 0.18   | 4.97    |
| 24      | E 83° 23' 18" E  | 0.14   | 5.11    | 24      | E 83° 23' 18" E  | 0.14   | 5.11    |
| 25      | S 63° 18' 00" E  | 0.18   | 5.29    | 25      | S 63° 18' 00" E  | 0.18   | 5.29    |
| 26      | S 63° 18' 00" E  | 0.18   | 5.47    | 26      | S 63° 18' 00" E  | 0.18   | 5.47    |
| 27      | E 81° 1' 1" E    | 0.14   | 5.61    | 27      | E 81° 1' 1" E    | 0.14   | 5.61    |
| 28      | S 68° 12' 00" E  | 0.18   | 5.79    | 28      | S 68° 12' 00" E  | 0.18   | 5.79    |
| 29      | S 68° 12' 00" E  | 0.18   | 5.97    | 29      | S 68° 12' 00" E  | 0.18   | 5.97    |
| 30      | E 83° 23' 18" E  | 0.14   | 6.11    | 30      | E 83° 23' 18" E  | 0.14   | 6.11    |
| 31      | S 63° 18' 00" E  | 0.18   | 6.29    | 31      | S 63° 18' 00" E  | 0.18   | 6.29    |
| 32      | S 63° 18' 00" E  | 0.18   | 6.47    | 32      | S 63° 18' 00" E  | 0.18   | 6.47    |
| 33      | E 81° 1' 1" E    | 0.14   | 6.61    | 33      | E 81° 1' 1" E    | 0.14   | 6.61    |
| 34      | S 68° 12' 00" E  | 0.18   | 6.79    | 34      | S 68° 12' 00" E  | 0.18   | 6.79    |
| 35      | S 68° 12' 00" E  | 0.18   | 6.97    | 35      | S 68° 12' 00" E  | 0.18   | 6.97    |
| 36      | E 83° 23' 18" E  | 0.14   | 7.11    | 36      | E 83° 23' 18" E  | 0.14   | 7.11    |
| 37      | S 63° 18' 00" E  | 0.18   | 7.29    | 37      | S 63° 18' 00" E  | 0.18   | 7.29    |
| 38      | S 63° 18' 00" E  | 0.18   | 7.47    | 38      | S 63° 18' 00" E  | 0.18   | 7.47    |
| 39      | E 81° 1' 1" E    | 0.14   | 7.61    | 39      | E 81° 1' 1" E    | 0.14   | 7.61    |
| 40      | S 68° 12' 00" E  | 0.18   | 7.79    | 40      | S 68° 12' 00" E  | 0.18   | 7.79    |
| 41      | S 68° 12' 00" E  | 0.18   | 7.97    | 41      | S 68° 12' 00" E  | 0.18   | 7.97    |
| 42      | E 83° 23' 18" E  | 0.14   | 8.11    | 42      | E 83° 23' 18" E  | 0.14   | 8.11    |
| 43      | S 63° 18' 00" E  | 0.18   | 8.29    | 43      | S 63° 18' 00" E  | 0.18   | 8.29    |
| 44      | S 63° 18' 00" E  | 0.18   | 8.47    | 44      | S 63° 18' 00" E  | 0.18   | 8.47    |
| 45      | E 81° 1' 1" E    | 0.14   | 8.61    | 45      | E 81° 1' 1" E    | 0.14   | 8.61    |
| 46      | S 68° 12' 00" E  | 0.18   | 8.79    | 46      | S 68° 12' 00" E  | 0.18   | 8.79    |
| 47      | S 68° 12' 00" E  | 0.18   | 8.97    | 47      | S 68° 12' 00" E  | 0.18   | 8.97    |
| 48      | E 83° 23' 18" E  | 0.14   | 9.11    | 48      | E 83° 23' 18" E  | 0.14   | 9.11    |
| 49      | S 63° 18' 00" E  | 0.18   | 9.29    | 49      | S 63° 18' 00" E  | 0.18   | 9.29    |
| 50      | S 63° 18' 00" E  | 0.18   | 9.47    | 50      | S 63° 18' 00" E  | 0.18   | 9.47    |
| 51      | E 81° 1' 1" E    | 0.14   | 9.61    | 51      | E 81° 1' 1" E    | 0.14   | 9.61    |
| 52      | S 68° 12' 00" E  | 0.18   | 9.79    | 52      | S 68° 12' 00" E  | 0.18   | 9.79    |
| 53      | S 68° 12' 00" E  | 0.18   | 9.97    | 53      | S 68° 12' 00" E  | 0.18   | 9.97    |
| 54      | E 83° 23' 18" E  | 0.14   | 10.11   | 54      | E 83° 23' 18" E  | 0.14   | 10.11   |
| 55      | S 63° 18' 00" E  | 0.18   | 10.29   | 55      | S 63° 18' 00" E  | 0.18   | 10.29   |
| 56      | S 63° 18' 00" E  | 0.18   | 10.47   | 56      | S 63° 18' 00" E  | 0.18   | 10.47   |
| 57      | E 81° 1' 1" E    | 0.14   | 10.61   | 57      | E 81° 1' 1" E    | 0.14   | 10.61   |
| 58      | S 68° 12' 00" E  | 0.18   | 10.79   | 58      | S 68° 12' 00" E  | 0.18   | 10.79   |
| 59      | S 68° 12' 00" E  | 0.18   | 10.97   | 59      | S 68° 12' 00" E  | 0.18   | 10.97   |
| 60      | E 83° 23' 18" E  | 0.14   | 11.11   | 60      | E 83° 23' 18" E  | 0.14   | 11.11   |
| 61      | S 63° 18' 00" E  | 0.18   | 11.29   | 61      | S 63° 18' 00" E  | 0.18   | 11.29   |
| 62      | S 63° 18' 00" E  | 0.18   | 11.47   | 62      | S 63° 18' 00" E  | 0.18   | 11.47   |
| 63      | E 81° 1' 1" E    | 0.14   | 11.61   | 63      | E 81° 1' 1" E    | 0.14   | 11.61   |
| 64      | S 68° 12' 00" E  | 0.18   | 11.79   | 64      | S 68° 12' 00" E  | 0.18   | 11.79   |
| 65      | S 68° 12' 00" E  | 0.18   | 11.97   | 65      | S 68° 12' 00" E  | 0.18   | 11.97   |
| 66      | E 83° 23' 18" E  | 0.14   | 12.11   | 66      | E 83° 23' 18" E  | 0.14   | 12.11   |
| 67      | S 63° 18' 00" E  | 0.18   | 12.29   | 67      | S 63° 18' 00" E  | 0.18   | 12.29   |
| 68      | S 63° 18' 00" E  | 0.18   | 12.47   | 68      | S 63° 18' 00" E  | 0.18   | 12.47   |
| 69      | E 81° 1' 1" E    | 0.14   | 12.61   | 69      | E 81° 1' 1" E    | 0.14   | 12.61   |
| 70      | S 68° 12' 00" E  | 0.18   | 12.79   | 70      | S 68° 12' 00" E  | 0.18   | 12.79   |
| 71      | S 68° 12' 00" E  | 0.18   | 12.97   | 71      | S 68° 12' 00" E  | 0.18   | 12.97   |
| 72      | E 83° 23' 18" E  | 0.14   | 13.11   | 72      | E 83° 23' 18" E  | 0.14   | 13.11   |
| 73      | S 63° 18' 00" E  | 0.18   | 13.29   | 73      | S 63° 18' 00" E  | 0.18   | 13.29   |
| 74      | S 63° 18' 00" E  | 0.18   | 13.47   | 74      | S 63° 18' 00" E  | 0.18   | 13.47   |
| 75      | E 81° 1' 1" E    | 0.14   | 13.61   | 75      | E 81° 1' 1" E    | 0.14   | 13.61   |
| 76      | S 68° 12' 00" E  | 0.18   | 13.79   | 76      | S 68° 12' 00" E  | 0.18   | 13.79   |
| 77      | S 68° 12' 00" E  | 0.18   | 13.97   | 77      | S 68° 12' 00" E  | 0.18   | 13.97   |
| 78      | E 83° 23' 18" E  | 0.14   | 14.11   | 78      | E 83° 23' 18" E  | 0.14   | 14.11   |
| 79      | S 63° 18' 00" E  | 0.18   | 14.29   | 79      | S 63° 18' 00" E  | 0.18   | 14.29   |
| 80      | S 63° 18' 00" E  | 0.18   | 14.47   | 80      | S 63° 18' 00" E  | 0.18   | 14.47   |
| 81      | E 81° 1' 1" E    | 0.14   | 14.61   | 81      | E 81° 1' 1" E    | 0.14   | 14.61   |
| 82      | S 68° 12' 00" E  | 0.18   | 14.79   | 82      | S 68° 12' 00" E  | 0.18   | 14.79   |
| 83      | S 68° 12' 00" E  | 0.18   | 14.97   | 83      | S 68° 12' 00" E  | 0.18   | 14.97   |
| 84      | E 83° 23' 18" E  | 0.14   | 15.11   | 84      | E 83° 23' 18" E  | 0.14   | 15.11   |
| 85      | S 63° 18' 00" E  | 0.18   | 15.29   | 85      | S 63° 18' 00" E  | 0.18   | 15.29   |
| 86      | S 63° 18' 00" E  | 0.18   | 15.47   | 86      | S 63° 18' 00" E  | 0.18   | 15.47   |
| 87      | E 81° 1' 1" E    | 0.14   | 15.61   | 87      | E 81° 1' 1" E    | 0.14   | 15.61   |
| 88      | S 68° 12' 00" E  | 0.18   | 15.79   | 88      | S 68° 12' 00" E  | 0.18   | 15.79   |
| 89      | S 68° 12' 00" E  | 0.18   | 15.97   | 89      | S 68° 12' 00" E  | 0.18   | 15.97   |
| 90      | E 83° 23' 18" E  | 0.14   | 16.11   | 90      | E 83° 23' 18" E  | 0.14   | 16.11   |
| 91      | S 63° 18' 00" E  | 0.18   | 16.29   | 91      | S 63° 18' 00" E  | 0.18   | 16.29   |
| 92      | S 63° 18' 00" E  | 0.18   | 16.47   | 92      | S 63° 18' 00" E  | 0.18   | 16.47   |
| 93      | E 81° 1' 1" E    | 0.14   | 16.61   | 93      | E 81° 1' 1" E    | 0.14   | 16.61   |
| 94      | S 68° 12' 00" E  | 0.18   | 16.79   | 94      | S 68° 12' 00" E  | 0.18   | 16.79   |
| 95      | S 68° 12' 00" E  | 0.18   | 16.97   | 95      | S 68° 12' 00" E  | 0.18   | 16.97   |
| 96      | E 83° 23' 18" E  | 0.14   | 17.11   | 96      | E 83° 23' 18" E  | 0.14   | 17.11   |
| 97      | S 63° 18' 00" E  | 0.18   | 17.29   | 97      | S 63° 18' 00" E  | 0.18   | 17.29   |
| 98      | S 63° 18' 00" E  | 0.18   | 17.47   | 98      | S 63° 18' 00" E  | 0.18   | 17.47   |
| 99      | E 81° 1' 1" E    | 0.14   | 17.61   | 99      | E 81° 1' 1" E    | 0.14   | 17.61   |
| 100     | S 68° 12' 00" E  | 0.18   | 17.79   | 100     | S 68° 12' 00" E  | 0.18   | 17.79   |

1. 20' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
2. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
3. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
4. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
5. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
6. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
7. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
8. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
9. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.  
10. 10' FRONT RIGHT-OF-WAY BUILDING SETBACK LINE.



**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3000 MAGNOLIA  
SUITE 100  
FREMONT, CA 94539-1724  
916-443-1724

PROJECT NO.:  
SBA-001-PL1  
PLAT DATE:  
12/01/08  
DRAWN BY:  
SP  
SHEET  
02 OF 03

SHADOW CREEK  
PHASE FOUR SECTION TWO

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT HAYS SHADOW CREEK DEVELOPMENT, INC., A TEXAS CORPORATION, BEING OWNER OF 280.379 ACRES OF LAND, MORE OR LESS, IN SECTION TWO, TOWNSHIP 35N, RANGE 10E, COUNTY OF HAYS, TEXAS, AS CONVEYED BY DEED OF RECORD IN VOLUME 2831, PAGE 1, BEING OWNER OF 1.133 ACRES OUT OF 280.379 ACRES OF LAND, MORE OR LESS, IN SECTION TWO, TOWNSHIP 35N, RANGE 10E, COUNTY OF HAYS, TEXAS, AS CONVEYED BY DEED OF RECORD IN VOLUME 3712, PAGE 462 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBMIT 38.521 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

"SHADOW CREEK PHASE FOUR SECTION TWO"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND GASOLINE SUPPLY AREAS, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND AND THE DAY OF \_\_\_\_\_ 20\_\_ A.D.

BY: RICARD H. TORPHER, PRESIDENT  
HAYS SHADOW CREEK DEVELOPMENT, INC.  
1000 N. CHAPARRAL, SUITE 100  
AUSTIN, TEXAS 78746

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICARD H. TORPHER, PRESIDENT, 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 AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

BY: ARLENE LYON  
SUPERINTENDENT  
CONSOLIDATED L.S.D.  
21003 N. CHAPARRAL, SUITE 100  
KYLE, TX 78640

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARLENE LYON, SUPERINTENDENT, 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 AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR'S CERTIFICATION

I, JAMES REDMON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PREPARE THE PROFESSIONAL SURVEYING AND MAPPING CERTIFICATE FOR THIS SURVEY. I HAVE REVIEWED THE RELATED PORTIONS OF CHAPTER 25 OF THE AUSTIN CITY CODE OF 1989 AS AMENDED, IS TRUE AND CORRECT. I HAVE PREPARED THIS SURVEY FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND MAY 31, 2005.

JAMES REDMON, R.P.L.S. 5049  
SURVEYOR  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3300 MCCALL LAKE  
AUSTIN, TEXAS 78744  
(512) 443-1774

ENGINEER'S CERTIFICATION:

I, HANK B. SMITH, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EXEMPTS SHOWN HEREON. A PORTION OF THIS TRACT LIES WITHIN ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMINED), FLOOD INSURANCE AND INCORPORATED AREAS.

HANK B. SMITH, P.E.  
ENGINEERING, INC.  
TEXAS ENGINEERING SOLUTIONS, LLC  
5000 REC CAVES RD, STE 202  
AUSTIN, TX 78746  
(512) 891-0509  
F: 512 891-0509

SHADOW CREEK PHASE FOUR SECTION TWO IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND THE UTILITY DISTRICT AND THE NORTH HAYS COUNTY MUD #1. THE WATER AND WASTEWATER SERVICES ARE PROVIDED BY THE UTILITY DISTRICT AND WASTEWATER SYSTEM. THE GAS IS PROVIDED BY CENTROPOINT ENERGY.

CORPUS SPECIAL UTILITY DISTRICT

MARIO TOSCANI, GENERAL MANAGER

NORTH HAYS COUNTY M.U.D. NO. 1

MICHAEL CHASE, PRESIDENT

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A WASTEWATER SYSTEM. THE SUBDIVISION SHALL BE OCCUPIED WITHIN THE BOUNDARIES AND THE UTILITY DISTRICT AND THE NORTH HAYS COUNTY MUD #1. THE WATER AND WASTEWATER SERVICES ARE PROVIDED BY THE UTILITY DISTRICT AND WASTEWATER SYSTEM. THE GAS IS PROVIDED BY CENTROPOINT ENERGY.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER OR TO AN INDIVIDUAL WATER SUPPLY OR A WASTEWATER SYSTEM.

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

JERRY BORDENBERG, DIRECTOR  
HAYS COUNTY ENVIRONMENTAL HEALTH

TOM POPE  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRISCHKE, 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. 20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK \_\_\_\_ PAGE(S) \_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D.

BY: LINDA FRISCHKE  
COUNTY CLERK  
HAYS COUNTY, TEXAS

1. THE FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE NORTH HAYS COUNTY A.D. NO. 1.

2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BANTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.

4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48060C0006F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

6. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY ROAD DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.

7. STREETS TO BE ACCESSSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.

8. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 2.201 LF.

9. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.

10. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 3,527 ACRES.

11. ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.

12. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DAMAGE EASEMENTS.

13. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

14. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET.

15. THIS SUBDIVISION IS WITHIN THE CITY OF KYLE.

16. GAS IS PROVIDED BY CENTROPOINT ENERGY.

17. TELEPHONE/CABLE PROVIDED BY GRANDE COMMUNICATION.

18. ELECTRICITY PROVIDED BY PEDERNALLES ELECTRIC COMPANY.

19. THE WASTEWATER TREATMENT PLANT IS OWNED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.

20. WASTEWATER SERVICES IS PROVIDED BY NORTH HAYS COUNTY MUD #1 (SEE NOTE ABOVE).

21. WATER IS PROVIDED BY CORPUS SPECIAL UTILITY DISTRICT.

22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MANHOLES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REPAIRING ALL SUCH MANHOLES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE.

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 INTO 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.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS THEREON. THE OWNER AND OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF ALL BRIDGES AND CULVERTS NECESSARY TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

THE STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRISCHKE, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ A.D., 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 \_\_\_\_\_ 20\_\_ A.D.

BY: LIZ SWARTER  
COUNTY CLERK  
HAYS COUNTY, TEXAS

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3300 McCall Lane  
Austin, Texas  
512-443-1774

PROJECT NO.: 684-001  
DRAWING NO.: 684-001-PL1  
PLOT DATE: 12/01/09  
PLOT SCALE: 1"=100'  
DRAWN BY: SF

SHEET 03 OF 03

[illegible]

| CURVE TABLE |            |         |         |         |         |                 |                    |
|-------------|------------|---------|---------|---------|---------|-----------------|--------------------|
| NO.         | DELTA      | RADIUS  | TAN     | ARC     | CHORD   | BEARING         | BEARING            |
| C1          | 1° 11' 36" | 3285.00 | 55.03°  | 110.06' | 110.06' | 148° 15' 31.74" | (CHIFF 15° 31.74") |
| C2          | 0° 56' 24" | 15.00'  | 16.00°  | 21.58'  | 21.58'  | 105° 29' 26.46" | (CHIFF 29° 26.46") |
| C3          | 0° 50' 31" | 15.00'  | 15.00°  | 24.68'  | 24.68'  | 105° 12' 48.74" | (CHIFF 12° 48.74") |
| C4          | 0° 10' 30" | 3285.00 | 17.28°  | 75.531' | 75.276' | 107° 27' 30.00" | (CHIFF 27° 30.00") |
| C5          | 3° 41' 20" | 3285.00 | 74.58°  | 340.25' | 340.25' | 146° 44' 23.74" | (CHIFF 44' 23.74") |
| C6          | 0° 32' 03" | 327.24' | 21.63°  | 48.01'  | 48.08'  | 148° 14' 28.74" | (CHIFF 14' 28.74") |
| C7          | 1° 05' 44" | 15.00'  | 18.02°  | 21.66'  | 21.87'  | 157° 32' 18.74" | (CHIFF 32' 18.74") |
| C8          | 2° 14' 20" | 328.99' | 165.15° | 307.65' | 208.36' | 157° 32' 18.74" | (CHIFF 32' 18.74") |
| C9          | 0° 24' 30" | 15.00'  | 15.00°  | 24.68'  | 24.68'  | 105° 12' 48.74" | (CHIFF 12° 48.74") |

| DATA TABLE |             |         |                       |
|------------|-------------|---------|-----------------------|
| No.        | BEARING     | LENGTH  | RECORD                |
| L1         | N08°28'30"W | 50.00'  | (N08°30'00"W 50.00')  |
| L2         | N08°30'00"W | 115.01' | (N08°30'00"W 115.01') |
| L3         | N85°10'00"E | 133.39' | (N85°10'00"E 133.39') |
| L4         | S78°05'21"E | 78.28'  | (S78°05'21"E 78.28')  |
| L5         | S78°05'30"E | 64.31'  | (S78°05'30"E 64.31')  |

|                                     |    |
|-------------------------------------|----|
| TOTAL W/2 SINGLE FAMILY LOTS        | 47 |
| TOTAL W/2 GREENBELT & DRAINAGE LOTS | 3  |
| TOTAL W/2 SCHOOL LOT                | 1  |
| TOTAL W/2 PLOTS                     | 3  |

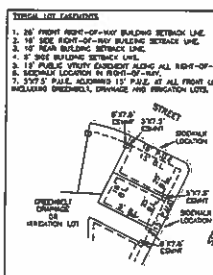
  

|                  |                 |             |
|------------------|-----------------|-------------|
| LOT AREA:        | 133,638 SQ. FT. | 3.091 ACRES |
| STREET ROW AREA: | 133,638 SQ. FT. | 3.087 ACRES |

| NO.  | DATE     | SURVEY DATA |       |        |        | BEARING |
|------|----------|-------------|-------|--------|--------|---------|
|      |          | RADIUS      | TAN   | ARC    | CHORD  |         |
| C10  | 7/13/02  | 135.00      | 1.21  | 86.67  | 86.67  | 270.00  |
| C11  | 7/26/01  | 325.00      | 1.04  | 158.53 | 158.53 | 117.34  |
| C12  | 8/7/00   | 180.00      | 16.24 | 27.20  | 80.80  | 81.67   |
| C13  | 8/24/00  | 230.00      | 37.81 | 115.93 | 115.93 | 133.73  |
| C14  | 8/29/00  | 220.00      | 32.14 | 103.54 | 103.54 | 127.00  |
| C15  | 11/19/00 | 180.00      | 16.24 | 27.20  | 80.80  | 81.67   |
| C16  | 3/26/02  | 212.00      | 18.06 | 133.85 | 133.85 | 116.97  |
| C17  | 1/15/01  | 230.00      | 37.81 | 115.93 | 115.93 | 133.73  |
| C18  | 5/18/00  | 240.00      | 43.91 | 136.44 | 136.44 | 143.91  |
| C19  | 5/18/00  | 240.00      | 43.91 | 136.44 | 136.44 | 143.91  |
| C20  | 11/13/02 | 240.00      | 43.91 | 136.44 | 136.44 | 143.91  |
| C21  | 4/11/01  | 130.00      | 11.37 | 67.88  | 67.88  | 270.00  |
| C22  | 7/24/01  | 155.00      | 16.71 | 73.65  | 73.65  | 171.24  |
| C23  | 8/14/00  | 227.24      | 18.15 | 138.28 | 138.28 | 128.88  |
| C24  | 7/23/00  | 227.24      | 18.15 | 138.28 | 138.28 | 128.88  |
| C25  | 7/24/01  | 214.00      | 17.12 | 125.80 | 125.82 | 171.24  |
| C26  | 8/7/00   | 180.00      | 16.25 | 27.21  | 80.81  | 81.68   |
| C27  | 9/24/00  | 230.00      | 37.82 | 115.94 | 115.94 | 133.74  |
| C28  | 7/14/01  | 205.00      | 30.49 | 98.00  | 98.00  | 108.00  |
| C29  | 8/20/00  | 327.74      | 21.33 | 186.64 | 186.64 | 148.00  |
| C30  | 11/16/01 | 212.00      | 18.07 | 133.86 | 133.86 | 116.97  |
| C31  | 11/17/01 | 212.00      | 18.07 | 133.86 | 133.86 | 116.97  |
| C32  | 8/25/00  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C33  | 8/25/00  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C34  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C35  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C36  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C37  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C38  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C39  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C40  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C41  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C42  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C43  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C44  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C45  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C46  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C47  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C48  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C49  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C50  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C51  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C52  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C53  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C54  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C55  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C56  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C57  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C58  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C59  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C60  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C61  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C62  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C63  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C64  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C65  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C66  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C67  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C68  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C69  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C70  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C71  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C72  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C73  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C74  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C75  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C76  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C77  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C78  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C79  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C80  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C81  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C82  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C83  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C84  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C85  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C86  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C87  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C88  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C89  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C90  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C91  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C92  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C93  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C94  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C95  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C96  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C97  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C98  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C99  | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |
| C100 | 8/26/01  | 220.00      | 32.15 | 103.55 | 103.55 | 127.01  |

| LINE TABLE      |     |              | Wavelength (Å) |              |     |
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| TOTAL AREA                      |           | 1,777,878 SQ. FT. |           | 32.821 ACRES |  |
|---------------------------------|-----------|-------------------|-----------|--------------|--|
| CIRCULAR STREET FOOTAGE         |           |                   |           |              |  |
| STREET NAME                     | R/W WIDTH | LENGTH            | TYPE      |              |  |
| PARKWAY DECKERT LANE            | 30'       | 715'              | LOCAL     |              |  |
| WICHON DRIVE                    | 50'       | 775'              | LOCAL     |              |  |
| BLANDFORD CIRCLE                | 35'       | 583'              | LOCAL     |              |  |
| WICHON LANE                     | 70'       | 815'              | COLLECTOR |              |  |
| TOTAL LINEAR FEET OF STREET ROW |           | 3,701'            |           |              |  |

[illegible]

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM: Discussion and possible action to cast votes by resolution for Director positions on the Board of the Hays Central Appraisal District.**

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

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

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: \$**

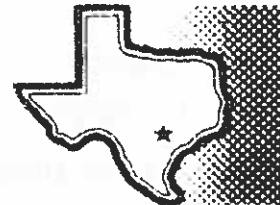
**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: CARAWAY**

**SPONSORED BY: SUMTER**

**SUMMARY:**





**HCAD Board Member Election  
TIMETABLE:**

Texas Property Tax Code, Section 6.03:

**before October 1**

The Chief Appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to each of those units of its voting entitlement in the election of members to the Hays County Appraisal District Board of Directors.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

**before October 15**

The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser.

**before October 30**

The Chief Appraiser shall prepare a ballot listing the candidates...and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

**before December 15**

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the chief appraiser.

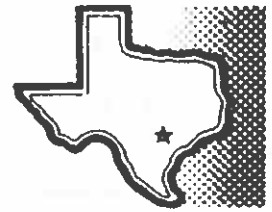
**before December 31**

The Chief Appraiser shall count the votes, declare the seven candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

**after January 1**

Elected board members take the oaths of office at the first meeting and elect board officers.

**Hays  
Central  
Appraisal  
District**



512 • 268 • 2522 ■ Lex Word Building ■ 21001 N IH35 ■ Kyle, Texas 78640 ■ Fax 512 • 268 • 1945

**OFFICIAL BALLOT  
TO SELECT SEVEN (7)  
BOARD OF DIRECTORS  
2010 - 2011**

**NOMINEES**

**VOTES CAST**

Luanne Caraway

\_\_\_\_\_

Joe Castillo

\_\_\_\_\_

Galen Dodson

\_\_\_\_\_

Chris Jones

\_\_\_\_\_

Dennis Miller

\_\_\_\_\_

Abel Tenorio

\_\_\_\_\_

Dave Williams

\_\_\_\_\_

The above votes were cast by Resolution of the governing body of

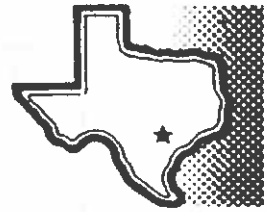
\_\_\_\_\_ at its Meeting convened on

\_\_\_\_\_, 2009.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

**Hays  
Central  
Appraisal  
District**



512 • 268 • 2522 ■ Lex Word Building ■ 21001 N IH35 ■ Kyle, Texas 78640 ■ Fax 512 • 268 • 194:

**MEMORANDUM**

To: Voting Jurisdictions  
From: David Valle, Chief Appraiser  
Date: October 28, 2009

Subject: Election of Board of Directors

Enclosed please find the official ballot and the calculation of votes to select **seven members (7)** to the Hays Central Appraisal District Board of Directors.

**The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2009.**

The unit may cast all its votes for one candidate or may distribute its votes among any number of candidates.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes for someone not listed on the official ballot.

DV/cij

Enclosures

**BOARD OF DIRECTORS  
VOTE CALCULATIONS FOR 2010**

|     | <b>JURISDICTION</b>            | <b>2008<br/>LEVY</b> | <b>VOTE<br/>PERCENTAGE</b> | <b>NUMBER OF<br/>VOTES</b> |
|-----|--------------------------------|----------------------|----------------------------|----------------------------|
|     |                                |                      |                            | <b>7000</b>                |
| 1   | AUSTIN, CITY OF                | 2,649.81             | 0.001258%                  | 0                          |
| 2   | BUDA, CITY OF                  | 1,139,125.43         | 0.540774%                  | 38                         |
| 3   | DRIPPING SPRINGS, CITY OF      | 190,824.83           | 0.090590%                  | 6                          |
| 4   | DRIPPING SPRINGS ISD           | 36,206,386.42        | 17.188170%                 | 1203                       |
| 5   | HAYS COUNTY                    | 46,224,476.04        | 21.944034%                 | 1536                       |
| 6   | HAYS CISD                      | 49,973,749.90        | 23.723918%                 | 1661                       |
| 7   | HAYS, CITY OF                  | 12,618.17            | 0.005990%                  | 0                          |
| 8   | KYLE, CITY OF                  | 4,706,140.59         | 2.234135%                  | 156                        |
| 9   | MOUNTAIN CITY, CITY OF         | 52,332.48            | 0.024844%                  | 2                          |
| 10  | NIEDERWALD, CITY OF            | 34,693.83            | 0.016470%                  | 1                          |
| 11  | SAN MARCOS, CITY OF            | 12,094,165.50        | 5.741434%                  | 402                        |
| 12  | SAN MARCOS CISD                | 41,401,855.84        | 19.654603%                 | 1376                       |
| 13  | SPECIAL ROADS                  | ***                  |                            |                            |
| 14  | UHLAND, CITY OF                | 20,069.09            | 0.009527%                  | 1                          |
| 15  | VILLAGE OF BEAR CREEK          | 40,900.37            | 0.019417%                  | 1                          |
| 16  | WIMBERLEY ISD                  | 17,174,797.87        | 8.153350%                  | 571                        |
| 17  | WOOKCREEK, CITY OF             | 140,685.52           | 0.066787%                  | 5                          |
| 18  | Blanco ISD                     | 404,425.52           | 0.191992%                  | 13                         |
| 19  | Comal ISD                      | 262,048.34           | 0.124402%                  | 9                          |
| 20  | Johnson City ISD               | 565,177.86           | 0.268306%                  | 19                         |
|     |                                | 210,647,123.41       | 100.000000%                | 7000                       |
|     | Levy                           |                      |                            |                            |
|     | after Supplement #18           |                      |                            |                            |
| *** | Levy included with 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 to authorize the County Judge to execute a contract with Hejl, Lee & Associates, Inc., in the amount of \$32,000.00, for engineering services associated with the Cedar Oak Mesa Water System Improvement Project, Phase II.

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

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

**AMOUNT REQUIRED:** \$32,000.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 146-753-99-050.5621

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

**SUMMARY:**

On November 3, 2009 the Commissioners Court approved the selection of Hejl, Lee & Associates, Inc. for engineering services for the Cedar Oak Mesa Water System Improvement Project, Phase II and authorized the Grants Administrator to negotiate the contract. The project is funded through a grant from the Texas Department of Rural Affairs, Community Development Block Grant program, with matching funds provided by the Cedar Oak Mesa Water Supply Corporation. Project elements will include the installation of a new 100,000 gallon ground-level water storage tank and associated appurtenances. The attached contract has been reviewed by the Grants Administrator and the Management Consultant for the project and is within the budget and scope as specified within the grant. No County funds have been allocated for the project, although the County is serving to administer the grant.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a contract with Hejl, Lee & Associates, Inc., in the amount of \$32,000.00, for engineering services associated with the Cedar Oak Mesa Water System Improvement Project, Phase II.

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$32,000.00 146-753-99-050.5621

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

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

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

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

November 30, 2009

Mr. Jeff Hauff, Grants Administrator  
Hays County  
111 E. San Antonio St., Ste. 300  
San Marcos, Tx. 78666

RE: Engineering Services Agreement  
2009 TCDP Water System Improvement Project  
Cedar Oaks Mesa WSC Ground Storage Tank  
HLA Project No. P08-08-04

Dear Mr. Hauff,

Please find enclosed two originals of the above referenced agreement. After your review and approval, please sign both copies, keeping one for the County's records and returning the second to our office.

We look forward to working with the County on this project.

Very truly yours,  
**HEJL, LEE & ASSOCIATES, INC.**



Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP  
Principal

Attachment: Professional Services Agreement

P080804tcdp.agr.je

## PROFESSIONAL ENGINEERING SERVICES

### PART 1 - AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **HAYS COUNTY**, State of Texas (hereinafter called the "County") acting herein by Judge Sumter hereunto duly authorized, and **HEJL, LEE & ASSOCIATES, INC.** (hereinafter called "Firm") acting herein by Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP.

WITNESSETH THAT:

WHEREAS, the **Hays County** desires to implement Water System Improvements under the general direction of the Texas Community Development Program; and Whereas the **County** desires to engage Hejl, Lee & Associates, Inc. to render certain services in connection with its **2009 TCDP Cedar Oaks Mesa Water Supply Corporation Water Storage Tank Improvement Project**.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of Hejl, Lee & Associates, Inc. shall commence on \_\_\_\_\_, 2009. In any event, all of the services required and performed hereunder should be completed no later than the completion of the project.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Hejl, Lee & Associates, Inc. by the County and its agencies. No charge will be made to Hejl, Lee & Associates, Inc. for such information and the County and its agencies will cooperate with Hejl, Lee & Associates, Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall be as agreed upon between **Hays County** and HLA once a specific scope of services for the design related tasks are determined. Payment to firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification - Hejl, Lee & Associates, Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the **County** and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.



6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto providing that it is done so in writing, is attached to and incorporated into this Agreement, and is signed by both parties.
- f. No additional services for which demand for payment will be made will be performed unless agreed to in writing and signed by both parties.

7. Terms and Conditions - This Agreement is subject to the provisions title, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

HAYS COUNTY

BY: \_\_\_\_\_  
Liz Sumter, Judge

FIRM: HEJL, LEE & ASSOCIATES, INC.

BY: \_\_\_\_\_  
Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP, Principal

DATE: \_\_\_\_\_

DATE: 11-05-09

**PART II  
PROFESSIONAL ENGINEERING SCOPE OF SERVICES**

The Firm shall provide the following scope of services for the basic fee:

- A Preliminary Report Phase:**
1. Consult with the County to determine the requirement of this Project.
  2. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include schematic layouts and sketches and a general cost estimate for the Project, and to set forth the Engineer's recommendations.
  3. Make any necessary surveys of existing right-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspection of samples or materials; other special consultations; and act as the County's representative in connection with any such services.
  4. Determine whether or not the project requires acquisition of property and if applicable furnish to the locality:
    - a. Name and address of property owners
    - b. Legal Description of Parcels to be acquired.
    - c. Map showing entire tract with designation of part to be acquired.
- B Design Phase:**
1. On the basis of the approved preliminary design documents prepare detailed construction drawings and specifications for the Project.
  2. Furnish to the County engineering data for and assist in the preparation of the required documents so that the County may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
  3. Advise the County of any adjustment of the cost estimate for the Project caused by changes in scope, design requirement or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.
  4. Preparation of Bid Packet/Contract Documents.
  5. Actual advertisement/solicitation (to be placed at a minimum, in a local newspaper of general circulation for two (2) consecutive weeks/copy sent to TDRA.
  6. Make (10) day call to confirm prevailing wage decision initially issued by TDRA via DOL.
  7. Incorporation of any and all wage rate modification or supersedes via bid addendum (if applicable).

8. Bid opening (to be held at least (2) weeks from publication date of first advertisement).
9. Bid tabulation, to include completeness and eligibility screening.
10. Announcement of lowest and best bid, if applicable (at bid opening).
11. Rejection of all bids and re-advertisement of bids (must follow item No. 5 thru 10 again to ensure initial wage rates are still effective and bid process has been carried out properly).
12. Accomplish construction Contractor eligibility verification.
13. Approval of contract award by local governing body.
14. Issuance of Notice to Proceed to construction Contractor.
15. Issuance of Notice to Start Construction/Copy to TDRA.

**C Construction Phase:**

1. Set such stakes for the construction work as may be necessary for the contractor to determine alignment and grade of work to be constructed.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the plans, specifications, and contract documents; the Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work; the Consultant will not be responsible for the techniques and sequences of construction and the Consultant will not be responsible for the County's and/or the contractor's failure to perform the construction work in accordance with the plans, specifications, and contract documents; and during such visits and on the basis of the Consultant's on-site observations as an experienced and qualified design professional, the Consultant will keep the County informed of the progress of the work and will endeavor to guard the County against defects and deficiencies in the work of the County and/or the Contractors, and may disapprove work as failing to conform to the plans and specifications, and contract documents.
3. Check samples, catalog data, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications, and contract documents; and accept or frequent all such submittal data furnished by the Contractors, materials used, and work performed by the Contractor as either complying or not complying with the intent of the plans, specifications and contractor documents.

4. Consult and advise the County, act as the County's representative at the Project site, issue all instructions of the County to the construction contractors that do not conflict with good engineering practice, and prepare routine change orders as required.
5. Based on the Consultant's on-site observations as an experienced and qualified design professional and on the Consultant's review of the Contractor's applications for payment, determine the amount owing to the Contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review and data comprising such applications, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality of work is in accordance with the plans, specifications, and contract documents, subject to the results of the subsequent testing called for in the specifications and contract documents and any qualifications stated in this approval.
6. Processing and submittal of Change Orders to TDRA prior to execution of same (if applicable).
7. Conduct, in company with the County's representative, a final project site visit for conformance with the design concept of the Project and compliance with the plans, specifications, and contract documents, and recommend in writing final payment to the Contractor.
8. Furnish the County a set of record prints and digital files of drawings and changes made during the construction period, based upon the marked up prints, drawing, and other data furnished by the Contractor to the Consultant. The information shall be furnished in the format required by TDRA.
9. Make a project site visit prior to expiration of the contractor's guarantee period and report observed discrepancies under guarantees provided by the construction contract.

**D Special Conditions:** Obtain approval of plans and specifications by the Texas Commission on Environmental Quality (TCEQ), Water Utilities Division, Plans and Specifications Review Section in Austin, Texas. Improvements will be identified as being financed through TDRA.

In addition, the Firm shall provide the following special services at the fees found in Part III.

1. Design Survey.
2. Tank Construction Quality Control.
3. Assist County with TCEQ coordination related to project.

This agreement does not include services for land acquisition.

**PART III  
PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING SERVICES**

COUNTY shall reimburse Hejl, Lee & Associates, Inc. for basic and special engineering services provided under completion of the following project milestones per the following percentages of the maximum contract amount:

| <b><u>TASKS</u></b>                                        | <b><u>FEE</u></b> |                        |
|------------------------------------------------------------|-------------------|------------------------|
| 1. Preliminary design services                             | \$6,500           |                        |
| 2. Final Design                                            | 9,500             |                        |
| 3. Advertise and Bid                                       | 1,000             |                        |
| 4. Construction Administration                             | 4,500             |                        |
| 5. Submittal of Record Drawings                            | <u>500</u>        |                        |
| <b>Total Amount of Basic Services</b>                      |                   | <b>\$22,000</b>        |
| 6. Design Survey                                           | \$1,500           |                        |
| 7. Assist County with TECQ coordination related to project | 1,000             |                        |
| 8. Soils/Material Testing                                  | 2,500             |                        |
| 9. Tank Construction Quality Control                       | <u>5,000</u>      |                        |
| <b>Total Amount of Special Services</b>                    |                   | <b><u>\$10,000</u></b> |
| <b>Total Amount of Contract (Basic/Special Services)</b>   |                   | <b><u>\$32,000</u></b> |

**PART IV  
TERMS AND CONDITIONS  
PROFESSIONAL ENGINEERING SERVICES**

1. **Termination of Contract for Cause.** If, through any cause, Hejl, Lee & Associates, Inc. (HLA) shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if HLA shall violate any of the covenants, agreements, or stipulations of this Contract, the Hays County (the County) shall thereupon have the right to terminate this Contract by giving written notice to HLA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by HLA under this Contract shall, at the option of the County, become its property and HLA shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.  
  
Notwithstanding the above, HLA shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by HLA, and the County may withhold any payments to HLA for the purpose of set-off until such time as the exact amount of damages due the County from HLA is determined.
2. **Termination for Convenience of the County.** The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to HLA. If the Contract is terminated by the County as provided herein, HLA will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of HLA, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The County may, from time to time, request changes in the scope of the services of HLA to be performed hereunder. Such changes, including any increase or decrease in the amount of HLA's compensation, which are mutually agreed upon by and between the County and HLA, shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  - a. HLA represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by HLA or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** HLA shall not assign any interest on this Contract, and shall not transfer any interest in the same (Whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by HLA from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
6. **Reports and Information.** HLA, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be

incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. HLA shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the County.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by HLA under this contract are confidential and HLA agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of HLA.
10. Compliance with Local Laws. HLA shall comply with all applicable laws, ordinances and codes of the State and local governments, and HLA shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, HLA agrees as follows:
  - a. HLA will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. HLA will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HLA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - b. HLA will in all solicitation or advertisements for employees placed by or on behalf of HLA, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  - c. HLA will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. HLA will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provision of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or



transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the right of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and HLA shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and HLA shall take appropriate steps to assure compliance.
18. Interest of HLA and Employees. HLA covenants that he presently has no interest and shall not acquire interest, direct or indirect in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. HLA further covenants that in the performance of this Contract, no person having such interest shall be employed.

## *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 RFQ #2010-P05 for Redistricting of Commissioner Precincts and authorize Purchasing to solicit for bids.

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

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**SUMMARY:** The opening date December 7, 2010 needs to be changed to January 7, 2010.

**HAYS COUNTY  
REQUEST FOR QUALIFICATIONS  
REDISTRICTING OF COMMISSIONER PRECINCTS  
RFQ #2010-P05**

**NOTICE TO FIRMS**

Sealed Request for Qualifications (RFQ) addressed to the Hays County Purchasing Office on **Redistricting of Commissioner Precincts (RFQ #2010-P05)** will be received at the County Purchasing Office until **2:00 p.m., January 7, 2010**. Any RFQ received after submission deadline will be returned unopened and considered void. Return sealed RFQ to the Hays County Purchasing Office, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666. Mark outside of envelope **RFQ-Redistricting of Commissioner Precincts (RFQ #2010-P05)**.

**RFQ specifications may be picked up in the Purchasing Office located at address shown above or by emailing your request to [cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us).**

**RFQ will be opened December 7, 2010 no later than 2:00 p.m. in the Hays County Purchasing Office.**

**HAYS COUNTY  
REQUEST FOR QUALIFICATIONS  
REDISTRICTING OF COMMISSIONER PRECINCTS  
RFQ #2010-P05**

**ARTICLE I  
GENERAL CONDITIONS**

The Commissioner's Court of Hays County is requesting qualification statements from qualified firms in order to select a firm to furnish and service of, Redistricting of Commissioner Precincts, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

- 1.1 **Purpose:** The purpose of these specifications is to provide sufficient information to allow firms the opportunity to submit a RFQ on the requirements on Redistricting of Commissioner Precincts.
- 1.2 **Contacts:** Any technical questions concerning product specifications and/or document preparation prior to the RFQ opening date should be directed to: Cindy Maiorka, Purchasing Manager 512-393-2273 or e-mail [cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)
- 1.3 **RFQ Instructions:**
  - A. **Submittals:** Firm shall submit **One (1) Original and Seven (7)** copies of the RFQ. Responses to the required information in the specifications shall be numbered to correspond to the specific item being answered. Original RFQs must be clearly marked "ORIGINAL" and contain all original signatures.
  - B. A complete RFQ consists of the return of the Request for Qualifications (RFQ), signed by an authorized official, attachments, certifications, enclosures herein, properly and legibly executed, and responses to the technical section.
  - C. It is understood that Hays County reserves the right to accept or reject any/or all RFQs and to waive any technicalities as it shall deem to be in the best interest of Ector County.
  - D. **Late RFQs:** RFQs received in the Hays County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt. Hays County will not be responsible for unmarked RFQs or RFQs delivered to the wrong location.
  - E. **Altering RFQs:** RFQs can not be altered or amended after RFQ closing. Any alteration or erasure made before RFQ closing time must be initialed by signer of the RFQ, guaranteeing authenticity. After the due date, RFQs become the property of Hays County.
  - F. No oral, telegraphic or facsimile RFQs will be considered.
  - G. A RFQ may not be withdrawn for a period of ninety (90) days after RFQ closing and firms so agree upon submittal of their RFQ.
  - H. **Opening of RFQs:** RFQs will be received and publicly opened at the location, date and time stated in the RFQ. Firms, their representatives, and interested persons may be present.
  - I. **Confidentiality:** All information disclosed by Hays County to the successful firm for

the purpose of the work to be done or information that comes to the attention of the successful firm during the course of performing such work is to be kept strictly confidential. **Trade secrets and such confidential information contained in the RFQ and identified as such by the firm shall not be disclosed at any time, unless required by law.**

- J. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Manager, authorized to do so by the Commissioner's Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Firms shall acknowledge receipt of all addenda.
  - K. **Preparation of Response to County RFQ:** Firms are required to submit a complete solution that satisfies all requirements. Each RFQ is required to address, with a written response, each requirement in all sections of the RFQ and in the same format and sequence as the details presented herein. Any RFQs not conforming to the specifications may be rejected.
  - L. **Technical RFQ:** The technical RFQ must outline how the firm proposes to meet the Service requirements of Hays County.
  - M. **Contract:** This RFQ and submitted documents, when properly accepted by Hays County, shall constitute a contract equally binding between the successful firm and Hays County. No different additional terms will become part of this contract with the exception of a Change Order.
  - N. **Change Order:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
  - O. **Practice and Procedures:** Quality of services must conform to the highest standards of professional services.
  - P. Firm must comply with all federal, state, county and local laws governing or covering this type of service.
  - Q. Any exceptions to the specifications shall be noted in the RFQ response.
  - R. **By submitting a RFQ, the firm agrees to all specifications and conditions.**
- 1.5 **General Conditions:**
- A. All firms must respond on all items specified or the RFQ may be rejected.
  - B. During the performance of this RFQ, the firm agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, martial or veteran status, handicapping condition, or political belief.
  - C. In setting forth these specifications, it is the desire of the County to offer equal opportunity to all firms.
  - D. **Sales Tax:** The county is by statute exempt from State Sales Tax and Federal Excise Tax; therefore, the RFQ price shall not include tax.
- 1.6 **Basis for Award:**
- A. The award will be made to the firm whose RFQ is determined to be the best for Hays County.
  - B. The County reserves the right to award this to the firm that demonstrates the best ability to fulfill the requirements and needs of Hays County.

- C. Hays County reserves the right to accept or reject any qualified RFQ or to reject any and all RFQs, and to waive minor informalities. The County is not liable for any costs incurred by the firm.
  - D. The County reserves the right to negotiate with any or all responding firms.
  - E. **Evaluation Criteria**: Evaluation Criteria shall include, but not limited to, the following items. Responses which are judged to be insufficient may disqualify the firm.
    - 33% Responsiveness of the RFQ in clearly stating an understanding of the scope of work to be performed. Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level (including consultants) assigned.
    - 34% Experience of the Firm:
      - a. Providing demographic/redistricting services of the type under consideration.
      - b. Providing demographic/redistricting services to Local governments.
      - c. Providing demographic/redistricting services to similar entities.
    - 33% Qualifications of staff, including consultants/demographers, to be assigned to the project:
      - a. Education, including continuing education courses taken during the past three years.
      - b. Years and types of experience.
      - c. Qualifications of staff.
      - d. Supervision to be exercised over the consultants/demographers team by the firm's management.
  - F. Responses which are judged to be insufficient may disqualify the firm.
- 1.7 **Qualification of Firm**: Firm must, at the request of the County, furnish satisfactory evidence of their ability to furnish the services in accordance with the terms and conditions of the specifications. Only firms who can demonstrate to the satisfaction of Hays County that they are authorized to provide the services requested will be considered.

## **ARTICLE II**

### **PURCHASE PROVISIONS**

- 2.1 **Relationship**: The relationship between the parties to this contract shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.
- 2.2 **Notice and Assistance Regarding Patent and Copyright Infringement**: In the event of any claim of suit against any county on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the firm shall defend the county against any such suit or claim and hold the county harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit. The firm's contractor liability insurance shall cover the firm's and county's obligations under this paragraph.
- 2.3 **Termination**:
  - A. The county may, subject to the provisions below, by written notice of default to the firm, terminate the whole or any part of this contract in any one of the following

circumstances:

- B. If the firm fails to perform within the time specified herein or any extension thereof; or
  - C. If the firm fails to perform any of the provisions of this RFQ shall constitute a breach of contract, in which case, Hays County, at its discretion, may require corrective action within a period of ten (10) days (or such longer period as the county may authorize in writing), after receipt of notice from the county specifying such breach. Failure to make correction as required by the Commissioners' Court shall constitute a default.
  - D. Hays County reserves the right to terminate the contract immediately in the event the successful firm fails to perform in accordance with the accepted RFQ.
  - E. Continuing non-performance of the firm in terms of specifications shall be a basis for the termination of the contract by the county.
  - F. The termination notice shall state the reasons for cancellation of contract.
  - G. Upon default by the firm, Hays County may enforce the performance of their contract in any manner provided by law, and at its option, may contact with another party with or without solicitation of RFQs or further negotiation.
  - H. At a minimum, firm shall be required to pay any difference in the cost of securing the products or services covered by this contract from another source, plus reasonable administrative costs and attorney's fees.
  - I. Hays County shall not pay for work, equipment, supplies, and/or services which are unsatisfactory.
  - J. In the event the county terminates this contract in whole or in part, as above provided, the county may procure, upon such terms and in such manner as the county may deem appropriate, services similar to those so terminated, and the firm shall be liable for any excess costs for such similar items, provided that the firm shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.
  - K. The county shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the firm.
  - L. **Availability of Funds:** Any renewal and/or award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated, or the scope amended. A thirty (30) day written notice will be given to the firm, and there shall be no penalty nor removal charges incurred by the county.
  - M. The firm, in accepting the contract, agrees that the county shall not be liable for damages in the event that the county declares the firm in default hereunder.
  - N. The county reserves the absolute right to terminate the contract in whole or in part at its sole discretion on sixty (60) days written notice to the firm.
- 2.4 **Invoices:** Invoices shall be mailed directly to:
- A. Hays County Auditor, 111 E. San Antonio St., Ste 101, San Marcos, Texas, 78666.
  - B. The invoices shall show:
    - 1. Name and address of firm
    - 2. Detailed breakdown of all charges for the services delivered stating any applicable period of time.
  - C. Invoices shall be based on actual services rendered.
  - D. In accordance with Chapter 2251 of the Government Code, payment will be made after receipt and acceptance by the county of all completed services and receipt of a valid invoice.

- 2.5 **County Usage of All Information**: The information submitted by any firm will be used by the county to evaluate the firm's RFQ. The county reserves the right to use any other information which it obtains in order to evaluate firm RFQs and to make the award.
- 2.6 **Errors or Omissions**: Due care and diligence have been used in preparation of this RFQ, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the firm. Hays County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the firm to determine the full extent of the exposure.
- 2.7 **Hays County will require the selected Firm to maintain \$1,000,000 Errors and Omissions Insurance, with a waiver of subrogation and Hays County named as additional certificate holder.**
- 2.8 **Performance Bond**: Within thirty (30) days after notification of the awarded firm, the firm shall be required furnish a good and sufficient performance bond in the amount of one hundred percent (100%) of the total RFQ price payable to Ector County. This will be an option of the Hays County Commissioner's Court in negotiations with the firms.
- 2.9 **Liquidated Damages**: Should the awarded firm fail to provide the services within the specified delivery date, the sum of \$250.00 (two hundred fifty and no/100 dollars) per calendar day will be deducted from the monies due the awarded firm for purchase of the equipment. This sum shall not be considered a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix actual damages. An extension of time may be allowed for delays beyond the control of the awarded firm at the discretion of Hays Ector County.
- 2.10 In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this contract shall remain in effect and be binding on the successor company(s).

### **ARTICLE III**

#### **GENERAL PROVISIONS**

- 3.1 **Venue**: The obligations of the parties to this contract are performable in Hays County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Hays County, Texas.
- 3.2 **Governing Law**: This contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- 3.3 **Legal Construction**: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affected any other provision thereof, and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.
- 3.4 **Assignment**: This contract cannot be assigned without the prior written consent of the other party.
- 3.5 **Counterparts**: This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 3.6 **Captions**: The captions to the various clauses of this contract are for informational purposes



only and shall not alter the substance of the terms and conditions of this contract.

- 3.7 **Successors and Assigns**: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this contract, their assigns.
- 3.8 **Non-Discriminatory Policy**: Firm agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis or race, color, national origin, sex or by reason of being handicapped.
- 3.9 **Compliance with Applicable Laws**: The contract is subject to all legal requirements in the local, state and federal laws and firm agrees that it promptly will comply with all applicable laws, regulations, orders and rules of the State, County, City and all other governmental agencies. Firm agrees to obtain and bear the expense of any required permit or license.
- 3.10 **Force Majeure**: Neither the participating county nor firm shall be required to perform any term, condition or covenant in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of the county or firm except as herein provided, and which by the exercise of due diligence, the county or firm is unable, wholly or in part, to prevent or overcome.
- 3.11 **Indemnity - Liability**: Firm agrees to protect, defend, indemnify and save the county, it's officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorneys fees and damages of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of the county, it's officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of firm.
- 3.12 **Indemnity - Defense**: Firm shall also indemnify, protect and save the county, it's director's, officers and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and firm shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by firm that in case the county, it's officers, agents, employees, are made defendant in any suit or action and firm fails or neglects to assume the defense thereof, after having been notified to do so by the county, that the county may compromise and settle or defend any such suit or action, the firm shall be bound and obligated to reimburse the county for the amount expended by it in settling and compromising any such claim, or in the amount expended by the county in paying any judgement rendered therein, together with all reasonable attorney's fees incurred by the county by reason of its defense or settlement of such claims.
- 3.13 **Indemnity - Sub-Contractors**: The firm agrees that it will indemnify and save the county harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material-men and furnisher of machinery and parts thereof, equipment, power, tools and all supplies including commissions, incurred in the furtherance

of this contract by firm. When so desired by the county, the firm shall furnish satisfactory evidence that all obligations of the nature here-in-above designated have been paid, discharged or waived. If the firm fails to do so, then the county may at the option of the firm either pay unpaid bills, of which the county has written notice, direct or withhold from the firm's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the firm shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the county, by either the firm or its surety.

- 3.14 **Indemnity - Workers Compensation:** Firm agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the county by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the county, firm shall undertake to defend the county against such claim(s) and shall indemnify and hold the county harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.
- 3.15 **Indemnify - Government Regulation:** In its performance of this contract, firm shall comply with all applicable Federal, State and Local Laws including, but not limited to, the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act, and will indemnify and hold the county harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance violation by firm of any such laws.
- 3.16 **Payment:** Promptly after receipt of product and/or service, and each proper invoice or voucher and statement of cost, the county shall, except as otherwise provided in this contract, make payment thereof as approved by the county. At any time prior to final payment under this contract the county may have the invoices or vouchers and statements of costs audited. Any payment thereafter may be reduced for prior overpayment, or increased for prior underpayment, on preceding invoices or vouchers and statements of cost.
- 3.17 **Remedies:** The rights and remedies of the county provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract including the right to specific performance and offset.
- 3.18 **Disputes:** Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by contract shall be decided by the county, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the firm. The decision of the county shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the firm mails or otherwise furnishes to the county a written appeal. The decision of the county, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the county's decision under the paragraph, the firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the firm shall proceed diligently with the performance of the contract and in accordance with the county's decision.

- 3.19 **Non-Waiver:** Approval of the county shall not constitute nor be deemed a release of the responsibility and liability of firm, its employees, agents or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the county.
- 3.20 **Permits and Licenses:** Firm will maintain in effect during the term of this contract any and all Federal, State and/or local licenses and permits which may be required of firm generally.
- 3.21 **Conflict of Interest Questionnaire:**
- A. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any firm or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Hays.
  - B. The Hays County Clerk's mailing address is 137 Guadalupe St., San Marcos, Texas, 78666.
  - C. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
  - D. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14<sup>th</sup> St., 10<sup>th</sup> Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site [www.ethics.tx.us](http://www.ethics.tx.us).
  - E. See attached pages 16 - 17.

#### **ARTICLE IV** **SPECIFICATIONS**

- 4.1 The following information is required to be provided by the firm as part of the RFQ submission:
- A. Principals responsible for the overall performance of service.
  - B. Resumes of key staff members who will work with Hays County. Include their education, and continuing education courses taken during the past three years; years and types of experience; qualifications; professional licensing and current registration with professional affiliations; and who will supervise over the consultants/demographers team by the firm's management.
  - C. Organization experience providing demographic/redistricting services.
  - D. Present and past services, including terminated services, within the past ten years. List the names of the entities, address, contact person and phone number.
  - E. Letters of reference, at least five (5).
  - F. Sample Contract, if required.
  - G. Financial data on the company.
  - H. Standards and accreditation.
  - I. Staffing levels and operating procedures.

- J. Ability to comply with applicable statutes and to compensate Hays County for liability arising from violations of any of the following:
    - 1. Texas Secretary of State.
    - 2. United States Census Bureau.
    - 3. United States Department of Justice.
    - 4. All Federal, State and Local code requirements.
  - K. Identify all legal claims, demands, or lawsuits filed, threatened or pending against the firm and/or its principals/officers, and identify any administrative actions or warnings taken or issued by any federal, state, or local government agency with regard to the firm or any facility operated by firm.
  - L. The firm may attach additional schedules or explanations which firm deems necessary to fully explain the request for qualifications, as submitted.
- 4.2 **Scope of Work for the Redistricting of County Commissioner Precincts:**
- A. Firm must present a Scope of Work plan clearly stating an understanding of the services to be performed.
  - B. Firm must present realistic time estimates of each major segment of the scope of work plan and the estimated number of hours for each staff level (including consultants) assigned.
  - C. Firm must provide services designed to meet Local, State and Federal legal requirements.
  - D. Firm must provide services in a timely manner.
  - E. Firm must work with and coordinate with the US Census Bureau to minimize any under count of persons in the County.
  - F. Firm must provide an analysis of the existing commissioner precincts and determine potential changes.
  - G. Firm must be responsible for preparing, developing, recommending and presenting redistricting plans for the commissioners' discussion and consideration.
  - H. Firm must submit adopted redistricting plans to the Texas Secretary of State and the United States Department of Justice for approval.

**SIGNATURE PAGE**

I hereby certify and that the items offered meets all of the requirements of the RFQ conditions and specifications and I hereby accept the provisions of the terms and conditions included in the RFQ specifications. I hereby certify the attached Firm Affidavit.

Respectfully submitted:

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Legal Name of Firm

---

Authorized Representative Signature

---

Print or Type Authorized Representative's Name and Title

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|                                               |      |       |          |
|-----------------------------------------------|------|-------|----------|
| Complete Mailing Address (for Correspondence) | City | State | Zip Code |
|-----------------------------------------------|------|-------|----------|

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|                                                       |      |       |          |
|-------------------------------------------------------|------|-------|----------|
| Complete Remittance Address (if different from above) | City | State | Zip Code |
|-------------------------------------------------------|------|-------|----------|

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|                  |            |
|------------------|------------|
| Telephone Number | Fax Number |
|------------------|------------|

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Authorized Representative's Email Address

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Federal ID Number (Firm or Corporation) or Social Security Number (Individual)

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM:** Discussion and possible action to approve contract with ClaytonLevyLittle for the RFQ#2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize the County Judge to sign contract

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

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

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

**AMOUNT REQUIRED:** \$ 26,350<sup>00</sup> Historical Budget

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

**REQUESTED BY:** HERZOG/JOHNSON

**SPONSORED BY:** SUMTER

**SUMMARY:** This selection of ClaytonLevyLittle was approved in Commissioners Court on April 21, 2009. This agenda item is to approve the contract with ClaytonLevyLittle so they may start the project.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve contract with ClaytonLevyLittle for the RFQ#2009-P07 Historic Preservation Architect for Restoration of the Old Hays County Jail and authorize the County Judge to sign contract.

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$26,350.00      144-676-00.5741

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

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

**COMMENTS:** This is budgeted in the Historical Commission Fund

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:** \_\_\_\_\_

# DRAFT AIA Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the second eight day of December in the year Two thousand and nine  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Hays County, a political subdivision of the State of Texas  
1011B San Antonio Street, Ste. 101  
San Marcos, Texas 78666

and the Architect:  
(Name, legal status, address and other information)

Clayton Levy Little Architects  
10011B, 8th Street  
Austin, Texas 78702

for the following Project:  
(Name, location and detailed description)

Old Hays County Jail  
160 Fredericksburg Road  
San Marcos, Texas 78666

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA Standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

~~(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)~~

~~See Exhibit "A1" (Work Authorization A1), Initial Information~~

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:

~~Unknown at the time of this agreement~~

- 2 Substantial Completion date:

~~Unknown at the time of this agreement~~

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

~~Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.~~

1 General Liability

~~\$1,000,000.00~~

2 Automobile Liability

~~\$1,000,000.00~~

3 Workers' Compensation

~~No coverage carried.~~

4 Professional Liability

~~\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate~~

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3, including any and all Work Authorizations executed pursuant to § 3.1.3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule confer with Owner for the performance of the Architect's services under the first Work Authorization (Work Authorization A1). The schedule initially shall include anticipated dates for the commencement of construction Work Authorization A1 and for Substantial Completion of the Work associated with Work Authorization A1 as set forth in the Initial Information or as agreed by the Parties. The schedule under any Work Authorization shall include allowances for periods of time required for the Owner's review for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall may adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

As Owner identifies a Project needs that are not addressed in an existing Work Authorization, Owner may request to execute a new written "Work Authorization" that shall be entitled Exhibit "A-n", n representing a numeral that is one number larger than the last Work Authorization executed (e.g. Exhibit A-1, A-2, etc.) The first Work Authorization is entitled Exhibit "A-1", and is attached hereto. All Work Authorizations executed subsequent to Exhibit "A-1" shall be: 1) be in writing; 2) be signed and dated by Owner and Architect; and 3) sufficiently define the scope of Work to be performed by Architect; and 4) be attached to this Agreement at or about the time of their execution.

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The following terms and conditions shall apply to any Work Authorization executed by the Parties pursuant to this Agreement.

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INSERT WORK AUTHORIZATION LANGUAGE HERE

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, ~~and contingent upon the Owner's authorization and directive to proceed, including consideration of any adjustments in the Project requirements and the budget for the Cost of the Work,~~ the Architect shall prepare and present Phase 5 Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Specifications shall be in Construction Specifications Institute (CSI) format.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and ~~contingent on the Owner's authorization and directive to proceed, including consideration of any adjustments in the Project requirements and the budget for the Cost of the Work,~~ the Architect shall prepare and present Phase 6 Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the ~~extent and~~ quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Material Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval to proceed to Bidding or Negotiation Phase Services.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

Based on the Owner's approval of the Construction Documents, and contingent on the Owner's authorization and directive to proceed, including any adjustments in the Project requirements and the budget for the Cost of the Work, ~~The Architect shall, as Phase 7, assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Owner's designated representative in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.~~

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### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 ~~assisting the Owner and the Owner's designated representative in organizing and conducting a pre-bid conference for prospective bidders;~~
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 ~~assisting the Owner and the Owner's designated representative in organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors. Intentionally deleted.~~

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

~~§ 3.6.1.1 Based on the Owner's approval of the bids, and contingent on the Owner's authorization and directive to proceed, including the Architect shall, as Phase 8, The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

~~§ 3.6.1.2 The Architect shall advise and consult with the Owner and the Owner's designated representative during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

~~§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

#### § 3.6.2 EVALUATIONS OF THE WORK

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work~~

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completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract-Sum/Work Authorization Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents, a Work Authorization and do not involve an adjustment in the Contract-Sum or Work Authorization Sum or an extension of the Contract-Time or Work Authorization Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract-Sum or Work Authorization Sum remaining to be paid the Contractor, including the amount to be retained from the Contract-Sum or Work Authorization Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

| Additional Services                                                | Responsibility<br>(Architect, Owner<br>or<br>Not Provided) | Location of Service Description<br>(Section 4.2 below or in an exhibit<br>attached to this document and<br>identified below) |
|--------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| § 4.1.1 Programming                                                | Not provided Architect (Basic Service)                     |                                                                                                                              |
| § 4.1.2 Multiple preliminary designs                               | Not provided                                               |                                                                                                                              |
| § 4.1.3 Measured drawings                                          | Not provided                                               |                                                                                                                              |
| § 4.1.4 Existing facilities surveys                                | Not provided                                               |                                                                                                                              |
| § 4.1.5 Site Evaluation and Planning (B203™-2007)                  | Not provided                                               |                                                                                                                              |
| § 4.1.6 Building information modeling                              | Not provided                                               |                                                                                                                              |
| § 4.1.7 Civil engineering                                          | Not provided                                               |                                                                                                                              |
| § 4.1.8 Landscape design                                           | Not provided                                               |                                                                                                                              |
| § 4.1.9 Architectural Interior Design (B252™-2007)                 | Not provided                                               |                                                                                                                              |
| § 4.1.10 Value Analysis (B204™-2007)                               | Not provided                                               |                                                                                                                              |
| § 4.1.11 Detailed cost estimating                                  | Not provided                                               |                                                                                                                              |
| § 4.1.12 On-site project representation                            | Not provided                                               |                                                                                                                              |
| § 4.1.13 Conformed construction documents                          | Not provided                                               |                                                                                                                              |
| § 4.1.14 As-Designed Record drawings                               | Not provided                                               |                                                                                                                              |
| § 4.1.15 As-Constructed Record drawings                            | Not provided                                               |                                                                                                                              |
| § 4.1.16 Post occupancy evaluation                                 | Not provided                                               |                                                                                                                              |
| § 4.1.17 Facility Support Services (B210™-2007)                    | Not provided                                               |                                                                                                                              |
| § 4.1.18 Tenant-related services                                   | Not provided                                               |                                                                                                                              |
| § 4.1.19 Coordination of Owner's consultants                       | Not provided                                               |                                                                                                                              |
| § 4.1.20 Telecommunications/data design                            | Not provided                                               |                                                                                                                              |
| § 4.1.21 Security Evaluation and Planning (B206™-2007)             | Not provided                                               |                                                                                                                              |
| § 4.1.22 Commissioning (B211™-2007)                                | Not provided                                               |                                                                                                                              |
| § 4.1.23 Extensive environmentally responsible design              | Not provided                                               |                                                                                                                              |
| § 4.1.24 LEED® Certification (B214™-2007)                          | Not provided                                               |                                                                                                                              |
| § 4.1.25 Fast-track design services                                | Not provided                                               |                                                                                                                              |
| § 4.1.26 Historic Preservation (B205™-2007)                        | Not provided                                               |                                                                                                                              |
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007) | Not provided                                               |                                                                                                                              |

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.~~ *Intentionally Deleted;*
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom substitutions proposed by the Owner or Contractor; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Part Work Authorization One A1:~~  
~~Structural Stabilization and Weather Proofing~~
- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~Three (3)~~ Weekly visits to the site by the Architect, to observe the Work to determine whether the Work is in conformance with the intent of the Contract Documents, over the duration of the Project during construction
- .3 ~~One (1)~~ "Punch List" inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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4. ~~One (1)~~ final inspections for any portion of the Work to determine final completion
2. Part Two: Restoration/Adaptive Reuse
1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. ~~Eight (8)~~ visits to the site by the Architect over the duration of the Project during construction
3. ~~One (1)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. ~~One (1)~~ inspections for any portion of the Work to determine final completion

Additional Work Authorizations executed by the Parties shall include an amended version of this Section 4.3.3.

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~60 (6)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services from Architect, the Architect shall may provide such services as an Additional Service under Article 4. Nothing in this Agreement shall be construed to prevent Owner from retaining a third party for the performance of detailed cost estimating services, in which case Architect agrees to utilize the findings of that third party in establishing the Cost of Work.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work;
- 2 authorize rebidding or renegotiating of the Project within a reasonable time;
- 3 terminate in accordance with Section 9.5;
- 4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

☒ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☒ Other (Specify)



## § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation and not exceeding an aggregate amount in controversy of \$100,000 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Any claim(s) that exceed(s) an amount in controversy of \$100,000 (USD) may be arbitrated pursuant to this Section 8.3, if agreed by all Parties. If the Parties cannot agree to arbitrate a claim that exceeds an amount in controversy of \$100,000 (USD), then said claim may be litigated in a court of competent jurisdiction.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the

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arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven ~~thirty~~ days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 9.8-7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except that 1) the term "Project" and/or "Work" shall mean the duties and scope described in any and all Work Authorizations duly executed by the Parties and not yet completed by Architect; 2) the term "Work Authorization Sum" shall mean the total Compensation to be paid to Architect for any and all Work Authorizations duly executed by the Parties; and 3) the term "Cost of Work" shall mean the sum of estimated costs established pursuant to Article 6 for any and all Work Authorizations duly executed by the Parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

~~Part One Work Authorization A1:~~

~~Compensation shall be a Stipulated Sum of twenty-six thousand three hundred and fifty Dollars (\$26,350.00). Fees will be billed based upon the percentage of completion.~~

~~Future Work Authorizations shall cite the method and amount of Compensation to be paid.~~

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**Part Two:**

Compensation shall be a Stipulated Sum of eighty-two thousand (\$82,000.00). Fees will be billed based upon the percentage of completion.

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis using the hourly billing rates cited in Section 11.7, below.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Additional Services will be billed at the Architect's Standard Hourly rates as set forth in Section 11.7 below.

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20%), or as otherwise stated below:

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

**1 Part One: Stabilization**

|                                               |                    |                       |      |    |
|-----------------------------------------------|--------------------|-----------------------|------|----|
| Analysis and Documentation                    | \$2,800.00         | percent (             | 10.6 | %) |
| Conceptual Design Study                       | \$2,800.00         | percent (             | 10.6 | %) |
| Coordination with Texas Historical Commission | \$1,000.00         | percent (             | 3.8  | %) |
| Structural Stabilization Documents            | \$14,300.00        | percent (             | 54.3 | %) |
| Bidding or Negotiation Phase                  | \$1,200.00         | percent (             | 4.6  | %) |
| Construction Phase                            | \$3,500.00         | percent (             | 13.3 | %) |
| Reimbursables                                 | \$750.00           | percent (             | 2.8  | %) |
| <b>Total Basic Compensation</b>               | <b>\$26,350.00</b> | one hundred percent ( | 100  | %) |

**2 Part Two: Restoration/Adaptive-reuse**

|                                               |                    |                       |      |    |
|-----------------------------------------------|--------------------|-----------------------|------|----|
| Design-Development                            | \$22,000.00        | percent (             | 26.9 | %) |
| Interim Review Meetings                       | \$5,000.00         | percent (             | 6.1  | %) |
| Coordination with Texas Historical Commission | \$3,000.00         | percent (             | 3.7  | %) |
| Construction Documents                        | \$25,000.00        | percent (             | 30.5 | %) |
| Bidding or Negotiation Phase                  | \$5,000.00         | percent (             | 6.1  | %) |
| Construction Phase                            | \$20,000.00        | percent (             | 24.4 | %) |
| Reimbursables                                 | \$2,000.00         | percent (             | 2.3  | %) |
| <b>Total Basic Compensation</b>               | <b>\$82,000.00</b> | one hundred percent ( | 100  | %) |

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User Notes:

(942698097)



§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

**Employee or Category**

**Rate**

|                    |          |
|--------------------|----------|
| Senior partner:    | \$175/hr |
| Partner:           | \$125/hr |
| Project Architect: | \$105/hr |
| Project Manager:   | \$85/hr  |
| Intern:            | \$75/hr  |
| Clerical:          | \$55/hr  |

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and other presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 This section intentionally left blank.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Twenty percent (20%) of the overall fee.

Intentionally Deleted.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of ~~zero dollars~~ (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~thirty~~ ( 30 ) days after

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the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

Eighteen percent (18%) per annum. The interest rate shall be achieved pursuant to Section 2251.025 of the Texas Government Code.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available provided to the Owner as attachments to the invoice for the period in which such expenses are claimed at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The Owner agrees to indemnify and hold harmless concerning acts made in good faith relative to this project and that the maximum amount of damages for which the Architect may be held liable shall not exceed the total fee paid to the Architect under this agreement less any reimbursable expenses.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:



- 3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

RFQ #2009-017 HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD DAYS COUNTRY JAIL

Exhibit B: signed and accepted proposal letter dated July 3, 2009

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

Paul Clayton, Partner

(Printed name and title)

# DRAFT AIA Document B101™ - 2007

## Exhibit A

### Initial Information

for the following PROJECT:

(Name and location or address)

Old Hays County Jail  
1601 Fredericksburg Road  
San Marcos, Texas 78666

THE OWNER:

(Name, legal status and address)

Hays County, a political subdivision of the State of Texas  
111 E. San Antonio Street, Ste. 101  
San Marcos, Texas 78666

THE ARCHITECT:

(Name, legal status and address)

Clayton Levy Little Architects  
1001 East 8th Street  
Austin, Texas 78702

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

#### ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Scope for Part One Work Authorization "A1" - Stabilization: The Scope of Work is to halt the deterioration of the load bearing masonry walls and repairing them back to a serviceable condition. A second component of this phase is to provide a conceptual design study of the adaptive reuse of the jail. Hand sketched drawings will be provided to assist the Owner with fundraising.

The Parties anticipate that Work Authorization "A2" Part Two will continue to focus on Restoration restoration and Adaptive adaptive reuse. The Scope of Work is for Work Authorization "A2", if and when it is duly executed by the Parties, to will further develop the conceptual design into a set of biddable construction documents. It is anticipated that the jail will become a museum in honor of Jack B. Hays, but the specifics of the program are unknown at this time.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports, site, boundary and topographic surveys, traffic and utility studies, availability of public and private utilities and services, legal description of the site, etc.)

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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One Lot off the corner of Fredericksburg Street and Martin Luther King, Jr. Drive. Legal Description: Original Town of San Marcos, Block 16, Lot 15 and north part of 14, 0.4059 acres, Hays County Appraisal District number R41591.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total, and if known, a line item break-down.)

Owner's anticipated budget for Part One: \$100,000/26,350.00 (USD). Owner's anticipated budget for Part 2 is unknown at this time.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Owner has not provided any scheduling information.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
(Identify method such as competitive bid, negotiated contract, or construction management.)

Owner has not provided delivery method.

§ A.1.6 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Owner has not provided any other information.

## ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address and other information.)

Phil Buterbaugh, Broadbus and Associates, Project Manager.

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address and other information.)

Unknown at this time

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§ A.2.3 The Owner will retain the following consultants and contractors:  
(List discipline and, if known, identify them by name and address.)

Surveyor

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§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

Paul Clayton, Partner

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:  
1. Structural Engineer

Patrick Sparks  
Sparks Engineering, Inc.  
403 N. Mays St.  
Round Rock, Texas 78664  
Phone: 512-310-7727

2 Mechanical Engineer

~~Unknown at the time of this agreement~~

3 Electrical Engineer

~~Unknown at the time of this agreement~~

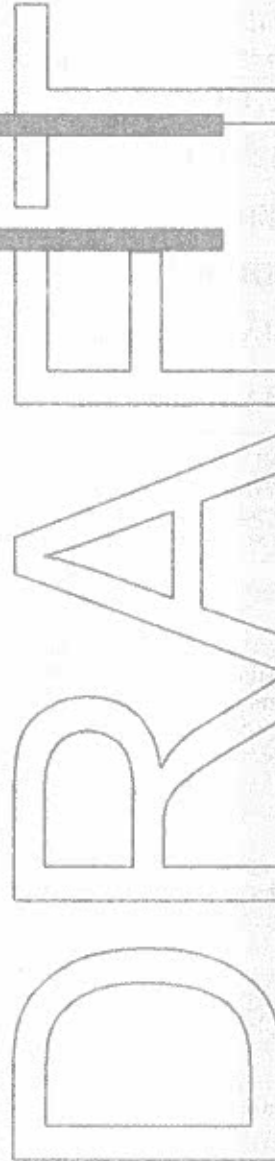
§ A2.5.2 Consultants retained under Additional Services:

~~Unknown at the time of this agreement~~

§ A2.6 Other Initial Information on which the Agreement is based:

~~(Provide other Initial Information)~~

~~Exhibit B, signed and accepted proposal letter dated July 3, 2009.~~



# *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 establish an Open Records policy and guidelines for proposals submitted to Hays County as part of the county's Open Space and Habitat Conservation "Call For Projects."**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: BARTON/KENNEDY**

**SPONSORED BY: BARTON**

**SUMMARY:** We've had various requests to see copies of the proposals that were submitted to the county by landowners interested in having their properties considered for habitat and parks lands. As the Court knows, we went out for a public call, and the 15 proposals we received will be reviewed by our Parks & Open Space Board. The Shooting Sports Task Force will also review some or all of proposals from their perspective at some point in the process.

Meanwhile, the question arises: are the proposals open to public review, and/or to review by rival applicants.

Our staff and the parks board are taking a cautious approach to this, considering the material proprietary and confidential – not subject to public disclosure – at least until they receive more direction from the Commissioners Court. When I asked Special Counsel Mark Kennedy about this, he told me there are two Open Record exceptions (Texas Government Code §552.104 & §552.105) that seem to apply and would allow us to request a ruling from the Attorney General. This might keep the applications private indefinitely, and would certainly keep them private while the AG review is underway. Mr. Kennedy was not suggesting this, but offering options. I sense that staff may have received mixed signals from Court members, and the law is ambiguous on this point, so I thought it would be appropriate to put this on the agenda for clarification.

My feeling generally about open records is that when in doubt we should err on the side of public disclosure. I would like to hear more in Court about the proprietary concerns of applicants, if indeed there are any. I am open to persuasion. But I start with a strong prejudice toward sharing the full applications with anyone who wants to see them, and doing so from the beginning. This is a matter of considerable public interest, and involves significant public funds. I think we will be well-served to make the selection process as transparent as possible, and to invite public scrutiny. I recognize that it can be uncomfortable to rate properties and discuss pros and cons in public, and that sharing potential sites could lead to false assumptions by some people who leap to the conclusion that because a site is discussed (or disclosed) it is likely to be funded. But I think these concerns are outweighed by the legitimate public and competitive interest of disclosure. I see no compelling public purpose to withhold these documents. More than that, unless there is a compelling public reason, then I think to keep these documents "secret" just because we can will foster mistrust of the process. It is difficult enough to communicate with the many stakeholders involved in this effort as it is. Adopting an "open kimona" policy should help much more than it hurts.

These are not drafts; they are completed proposals that have been sent to the county. As such, I believe anything other than proprietary financial information should be subject to full public disclosure.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:** Approve the purchase of office furniture by the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department.

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

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

**AMOUNT REQUIRED:** up to \$1,500.00

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

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioners Ingalsbe

**SUMMARY:**

**Background:** Reorganization within RPTP has necessitated the relocation of the Deputy Director and Development Coordinator from the GIS side of the Environmental Health building to the inspections side. Specifically, the Deputy Director will move from a cubicle into the conference room, which will be converted into an office, and the Development Coordinator will move next to the inspectors. There is not sufficient furniture available to adequately facilitate the move of the Deputy Director since the existing cubicle furniture will be used in its current location by the Environmental Compliance Specialist several times per week for plan reviews.

**Possible Actions:** Approve up to \$1,500.00 for the purchase of office furniture for the Development Services Division as follows:

1. Desk with pencil drawer and 3 file drawers with computer bridge and keyboard shelf
2. Desk Chair
3. 3-Shelf Bookcase
4. Two small conference tables
5. Six guest chairs

All furniture will be moved and used at the new RPTP facility on Yarrington Road.

**Related Activities and Expenses:** None. Enviromental Health followed proper purchasing procedures.

**Attachments:** None



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** purchase of office furniture by the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department.

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER:** \$1,500.00 TBD

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

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

**COMMENTS:** Need to amend the budget or pay out of funds budgeted for office equipment in new RPTP building.  
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: Discussion and Possible Action to accept the dedication of the newly aligned portion of Oak Branch Drive; to abandon a portion of existing Oak Branch Drive pursuant to Chapter 251 of Transportation Code; and to authorize the County Judge to execute a Quit Claim Deed that clarifies title after abandonment.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 15, 2009**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: FORD**

**SPONSORED BY: FORD**

**SUMMARY: Hays County, in agreement with Oak Run West Property Owner's Association realigned Oak Branch Dr. to intersect with Hwy 290 directly opposite Nutty Brown Rd. in an effort to increase mobility and lesson traffic impacts to the roadways. Cedar Valley Investments, LLC (CVI) owns the land that was used for the realignment. The eastern portion of the "old" Oak Branch Dr. property is to be abandoned to CVI and the western portion to Lot A of Oak Run West 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 **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: consultation with counsel regarding existing and/or contemplated litigation related to:

- a) The Hays County Corrections Facility;
- b) Damage to person(s) caused by County road construction; and
- c) Hays County's architectural services contract with PBS&J.

Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** December 15, 2009

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:** Summaries to be provided 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 and to deliberate the evaluation of all individual department heads. (see schedule below)**

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

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

**PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: Tuesday, December 15, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY: Ford**

**SUMMARY:**

Scheduled for December 15,    **Parks & Recycling; Information Technology**

