

Commissioners Court -March 16, 2010
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 **16TH day of March, 2010**, 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

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

1	3	Approve payment of county invoices. HERZOG
2	4-10	Approve Commissioner Court minutes of March 9, 2010. SUMTER/FRITSCH
3	11-12	Accept Commercial OSSF Permit for K & J Woodworks for a woodworking shop located at 86 S. Old Spanish Trail, Uhland, in Precinct 2. BARTON/PRATT
4	13-15	Authorize the County Judge to execute a Grant Adjustment Notice (GAN) for the Texas Division of Emergency Management, Homeland Security Grant Program Award #07-GA-48209-04 and amend the budget accordingly. SUMTER/TURNER/HAUFF
5	16-17	Accept donated funds in the amount of \$500.00 to the Sheriff's Office and deposit into line item 052-618-00.4610 (Contributions). SUMTER/RATLIFF
6	18-19	Accept LEOSE payment to the Fire Marshall and budget as continuing education expense. SUMTER/CHAMBERS/HERZOG
7	20-21	Approve additional funds for continuing education for Justice of the Peace Pct 2 and amend the budget accordingly. BARTON/SMITH/HERZOG
8	22-34	Approve the October & November 2009 Treasurer's Reports and Investment Reports. SUMTER/TUTTLE

ACTION ITEMS

MISCELLANEOUS

9	35-43	Discussion and possible action to execute an interlocal agreement between Hays County and the City of Woodcreek for repair and maintenance of roadways in Woodcreek. CONLEY
10	44-46	Discussion and possible action to authorize the purchase of 3 Laptop Computers, 1 Desktop Computer and software for use by the Hays County Criminal District Attorney's Office, and to amend the budget accordingly. INGALSBE/TIBBE
11	47-50	Discussion and possible action to authorize the County Judge to execute an Additional Services Agreement with Land Design Partners for services related to the Five Mile Dam Park Project, Phase II. INGALSBE/HAUFF
12	51-72	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding regarding Dedication of Woodcreek North Roadways between Hays County, the Woodcreek Property Owners Association of Hays County, Inc., and Wimberley Springs Partners, Ltd. CONLEY
13	73-80	Discussion and possible action to authorize the County Judge to execute an Engagement Letter with Winstead, PC, for legal counseling services to be coordinated with the Civil Division of the Hays County Criminal District Attorney's Office. SUMTER
14	81-82	Discussion and possible action to declare an Emergency and amend the budget to provide additional funds for Contract Inmate Detention for the Jail. SUMTER/ROBINSON/HERZOG
15	83-86	Discussion and possible action to approve official Hays County comments to US

		Environmental Protection Agency on the proposed new National Ambient Air Quality Standard. FORD
16	87-90	Discussion and possible action to consider a variance from Chapter 721, Subchapter 5 of the current Hays County Development Regulations for the potential Hall Estates Subdivision. FORD/GARZA

EXECUTIVE SESSIONS

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

17	91	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to claims by Jeanne Schafer and Christopher Ybarra. Possible action may follow in open Court. SUMTER
18	92	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to claims by James Skipton. Possible action may follow in open Court. SUMTER
19	93	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to Hays County's architectural services contract with PBS&J. Possible action may follow in open Court. SUMTER
20	94	Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding acquisition of properties related to Right of Way and roadways to county road projects. Possible action may follow in open Court. INGALSBE
21	95	Executive Session pursuant to 551.074 of the Texas Government Code to discuss personnel matters and to deliberate the evaluation of Director of Resources, Protection, Transportation and Planning Department. Possible action may follow in open court. INGALSBE

STANDING AGENDA ITEM

22	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
23	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 12th day of March, 2010

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 as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received.

Braille is not available.

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 3/16/10

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

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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 COMMISSIONER COURT MINUTES OF MARCH 9, 2010

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

PREFERRED MEETING DATE REQUESTED: MARCH 16, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 9TH DAY OF MARCH A.D., 2010, 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
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	COUNTY CLERK

WITH COMMISSIONER PCT. 3 WILL CONLEY ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Abel Velasquez, HR Safety Officer, presented new county employees. Judge Sumter called the meeting to order.

PRESENTATION BY CONSTABLE PCT. 1, DAVID PETERSON REGARDING A REPORT ON ANNUAL CIVIL PROCESS SERVICE [T1-39]

Constable Pct. 1 David Peterson presented figures regarding civil process in his office -- workload has doubled from 2008 to 2009.

26883 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payment of county invoices in the amount of \$1,981,312.13 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

26884 APPROVE COMMISSIONER COURT MINUTES OF FEBRUARY 23, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioner Court Minutes of February 23, 2010 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

26885 ACCEPT SHERIFF'S OFFICE RACIAL PROFILING LAW ANNUAL REPORT FOR 2009 IN ACCORDANCE WITH TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 2.132(B)(6)&(7)

A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept Sheriff's Office Racial Profiling Law Annual Report for 2009 in accordance with Texas Code of Criminal Procedure, Chapter 2.132(B)(6)&(7). All present voting "Aye". MOTION PASSED

26886 APPROVE RENEWAL AGREEMENT BETWEEN WIMBERLEY ISD AND THE HAYS COUNTY PERSONAL HEALTH DEPARTMENT TO PROVIDE FOR THE USE OF THE DISTRICT'S FACILITIES IN CASE OF A PUBLIC HEALTH EMERGENCY

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Renewal Agreement between Wimberley ISD and the Hays County Personal Health Department to provide for the use of the District's Facilities in case of a public health emergency. All present voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #6 RE: APPROVE THE SPECIFICATIONS FOR BID #2010-B05 MOWING & GROUNDS MAINTENANCE FOR THE HISTORICAL CEMETERY AND KYLE LOG CABIN (CO-WIDE) AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE was PULLED.

Clerk's Note: Agenda Item #7 RE: APPROVE THE SPECIFICATIONS FOR BID #2010-B07 MOWING & GROUNDS MAINTENANCE FOR THE DUDLEY JOHNSON/ RANDALL VETTER PARK AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE was PULLED.



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26887 APPROVE RENEWAL AGREEMENT BETWEEN SAN MARCOS CISD AND THE PERSONAL HEALTH DEPARTMENT (PHD) TO PROVIDE FOR THE USE OF THE DISTRICT'S FACILITIES IN CASE OF A PUBLIC HEALTH EMERGENCY

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Renewal Agreement between San Marcos CISD and the Personal Health Department (PHD) to provide for the use of the District's facilities in case of a public health emergency. All present voting "Aye". MOTION PASSED

26888 ACCEPT THE ANNUAL RACIAL PROFILING REPORT FROM DAVID PETERSON, CONSTABLE PRECINCT 1

A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept the Annual Racial Profiling Report from David Peterson, Constable Precinct 1. All present voting "Aye". MOTION PASSED

26889 APPROVE UTILITY PERMITS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve utility permit #806 located on Monte Drive issued to Goforth Water Supply Corp.; #807 located on McGregor Lane issued to PEC as submitted by the County Road Department. All present voting "Aye". MOTION PASSED

26890 ACCEPT REPORT TO COMMISSIONERS COURT IDENTIFYING OSSF AND FLOOD PLAIN PERMIT ADMINISTRATIVE APPROVALS ISSUED DURING THE MONTH OF FEBRUARY, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept Report to Commissioners Court identifying OSSF and Flood Plain Permit Administrative approvals issued during the month of February, 2010. All present voting "Aye". MOTION PASSED

26891 APPROVE SPECIFICATIONS FOR BID #2010-B06 "CEDAR OAKS MESA W.S.C. 100,000 GALLON GROUND STORAGE TANK" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Specifications for bid #2010-B06 "Cedar Oaks Mesa W.S.C. 100,000 gallon ground storage tank" and authorize purchasing to solicit for bid and advertise. All present voting "Aye". MOTION PASSED

26892 RATIFY SUBMISSION OF THE GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S, CRIMINAL JUSTICE DIVISION FOR THE HAYS COUNTY CONSTABLE'S OFFICE PRECINCT ONE FOR IN-CAR CAMERA PILOT PROJECT IN THE AMOUNT UP TO \$15,717.00

A motion was made by Commissioner Barton, seconded by Commissioner Ford to ratify submission of the Grant Application to the Office of the Governor's, Criminal Justice Division for the Hays County Constable's Office Precinct one for In-Car Pilot Project in the amount up to \$15,717. All present voting "Aye". MOTION PASSED

26893 CALL FOR A PUBLIC HEARING ON MARCH 23, 2010 TO ESTABLISH TRAFFIC REGULATIONS ON HILLSIDE TERRACE RD, CR 133 [T1-144]

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to call for a public hearing on March 23, 2010 to establish traffic regulations on Hillside Terrace Rd, CR 133. All present voting "Aye". MOTION PASSED

26894 APPROVE JP5 OFFICE TO TRANSFER FUNDS FROM TIME PAYMENT EXPENSE TO CONTINUING EDUCATION AND AMEND THE BUDGET ACCORDINGLY [T1-152]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve JP5 Office to transfer funds from the Time Payment Expense to Continuing Education and amend the budget accordingly. All present voting "Aye". MOTION PASSED



26895 AUTHORIZE TRANSFER OF FUNDS IN THE AMOUNT OF \$1,000.00 FROM CONTRACT SERVICES TO CONTINUING ED ALL WITHIN THE EMERGENCY PREPAREDNESS GRANT AND AMEND THE BUDGET ACCORDINGLY [T1-179]

A motion was made by Judge Sumter, seconded by Commissioner Barton to authorize transfer of funds in the amount of \$1,000 from Contract Services to Continuing Ed all within the Emergency Preparedness Grant and amend the budget accordingly. All present voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item#17 RE: TERMINATE ADVANCE FUNDING AGREEMENT, CSJ: 0914-33-050, BEBEE ROAD AT DACY LANE, STP MM FUNDING IN THE AMOUNT OF \$250,000.00 was PULLED [T1-185]

26896 ACCEPT DONATION OF AN IN-CAR CAMERA SYSTEM FROM THE CITY OF WIMBERLEY TO THE CONSTABLE PCT. 3 OFFICE [T1-243]

A motion was made by Judge Sumter, seconded by Commissioner Ford to accept donation of an in-Car Camera System from the City of Wimberley to the Constable Pct. 3 Office and amend the budget accordingly. All present voting "Aye". MOTION PASSED

26897 AUTHORIZE PERSONAL HEALTH TITLE V GRANT TRANSFER OF FUNDS IN THE AMOUNT OF \$1000.00 FROM CONTRACT SERVICES TO TRAVEL AND AMEND THE BUDGET ACCORDINGLY [T1-267]

A motion was made by Judge Sumter, seconded by Commissioner Barton to authorize Personal Health Title V Grant transfer of funds in the amount of \$1,000 from Contract Services to Travel and amend the budget accordingly. All present voting "Aye". MOTION PASSED

26898 APPROVE BUDGET AMENDMENT FOR HISTORICAL COMMISSION JAIL RESTORATION FUND [T1-274]

Hays County Historical Commission Chair Kate Johnson spoke of request. Transferring funds from capital improvements to general supplies. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to amend budget for Historical Commission Jail Restoration Fund to allow transfer of amount not to exceed \$1500 line item 144-676-00-5741 to 144-676-00-5201 and have the Commission reimburse this fund. All present voting "Aye". MOTION PASSED

26899 AMEND BUDGET FOR JUVENILE PROBATION TITLE IV-E GRANT FUNDS [T1-335]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to amend budget for Juvenile Probation Title IV-E Grant Funds by transferring \$1200 from line item #001-686-99-034-5361 to #001-686-99-034-5741. All present voting "Aye". MOTION PASSED

26900 APPROVE PERSONAL HEALTH DEPARTMENT (PHD) PARTICIPATION IN HEALTH FAIR AT REDWOOD BAPTIST CHURCH IN GUADALUPE COUNTY AND ADMINISTER FREE IMMUNIZATIONS [T1-348]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve Personal Health Department (PHD) participation in Health Fair at Redwood Baptist Church in Guadalupe County and administer free immunizations. All present voting "Aye". MOTION PASSED

26901 AUTHORIZE PERSONAL HEALTH TB GRANT TRANSFER OF FUNDS IN THE AMOUNT OF \$500.00 FROM CONTRACT SERVICES TO TRAVEL AND AMEND THE BUDGET ACCORDINGLY [T1-370]

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize Personal Health TB Grant transfer of funds in the amount of \$500 from Contract Services to Travel and amend the budget accordingly. All present voting "Aye". MOTION PASSED



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- 26902 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT, IN THE AMOUNT OF \$115,153.00 [T1-376]**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute a Contract with the Texas Comptroller of Public Accounts for the Energy Efficiency and Conservation Block Grant, in the amount of \$115,153. All present voting "Aye". MOTION PASSED

- 26903 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH K FRIESE & ASSOCIATES (KFA) FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE STUDY AT LIME KILN ROAD AND SINK CREEK, A PRIORITY ROAD BOND PROJECT [T1-522]**

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement with K Friese & Associates (KFA) for Professional Engineering Services related to the study at Lime Kiln Road and Sink Creek, to include Work Authorize #1 in the amount of \$220,000. All present voting "Aye". MOTION PASSED

DISCUSSION REGARDING HAYS COUNTY COMMENTS AND/OR A RESOLUTION AS OUR OFFICIAL RESPONSE TO EPA ON THE PROPOSED NEW NATIONAL AMBIENT AIR QUALITY STANDARD [T-1061]

Commissioner Ford presented a draft on CAC Comments and EPA Proposed Ozone Standard. No action was taken this date.

- 26904 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A LETTER OF INTEREST TO THE TEXAS VETERANS COMMISSION REGARDING FUNDING TO SUPPORT THE HAYS COUNTY VETERANS SERVICES OFFICE [T1-394]**

Grants Administrator Jeff Hauff spoke of a \$23,760 Grant. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to authorize the County Judge to submit a Letter of Interest to the Texas Veterans Commission regarding funding to support the Hays County Veterans Services Office. All present voting "Aye". MOTION PASSED

- 26905 EXTEND THE MAINTENANCE CONTRACT WITH D&T SERVICES FOR THE PCT. 4 OSSF AND AMEND THE BUDGET ACCORDINGLY [T1-1066]**

A motion was made by Commissioner Ford, seconded by Judge Sumter to extend the Maintenance Contract with D&T Services for the Pct. 4 OSSF and amend the budget accordingly. All present voting "Aye". MOTION PASSED

PUBLIC COMMENT REGARDING IMPLEMENTING A SIXTY (60) DAY MORATORIUM ON THE RE-SUBDIVISION OF PREVIOUSLY PLATTED LOTS LOCATED WITHIN HAYS COUNTY [T1-857]

Jim McMeans, Andrew Backus, and Jimmy Skipton made public comment. No action was taken.

- 26906 GRANT NORTH HAYS OPTIMIST A TIME EXTENSION ON MATCHING FUNDS AND TO FURTHER ALLOW THE CONSTRUCTION OF A SMALL OFFICE SPACE AND CONCESSIONS BUILDING FROM TOTAL PROJECT SAVINGS [T1-891]**

Grants Administrator Jeff Hauff spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to grant North Hays Optimist a time extension to December 31, 2010 on matching funds and to further allow the construction of a small office space and concessions building from total project savings - with stipulation that they need to reach their match before we release the money. All present voting "Aye". MOTION PASSED



26907 PROMOTE AND FUND HEALTH CHECK 2010 FOR HAYS COUNTY EMPLOYEES AND ELIGIBLE DEPENDENTS. AUTHORIZE PAYROLL DEDUCTION OF ADDITIONAL FEES FOR OPTIONAL SERVICES EMPLOYEES MAY ELECT [T1-1084]

Human Resources Director Dee Dee Baen spoke. \$7,000 is being requested from the claims & medical fund. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to promote and fund Health Check 2010 in an amount not to exceed \$7,000, for Hays County Employees and eligible dependents and to authorize payroll deduction of additional fees for optional services employees may elect. All present voting "Aye". MOTION PASSED

26908 APPROVE THE SALE OF ONE PROPERTY HELD IN TRUST [T1-1188]

Tax Assessor-Collector Luanne Caraway recommended letting the City of San Marcos have the property. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve the sale of one property held in trust. All voting "Aye". MOTION PASSED

26909 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #7 TO THE CONSTRUCTION CONTRACT WITH HARRIS ROAD COMPANY, INC. FOR THE FIVE MILE DAM PARK PHASE 2 (SITE) PROJECT [T1-442]

Grants Administrator Jeff Hauff spoke of change order #7 which provides a concrete perimeter and connector trails in lieu of planned crushed stone surfacing. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute Change Order #7 to the Construction Contract with Harris Road Company, Inc. for the Five Mile Dam Park Phase 2 (site) Project. All present voting "Aye". MOTION PASSED

26910 APPROVE THE PURCHASE OF BUILDING MATERIALS FOR THE RTP DEPT./ROAD & BRIDGE DIVISION'S PRECINCT 1 MAINTENANCE YARD IN AN AMOUNT NOT TO EXCEED \$2,500.00 [T1-1209]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve the purchase of building materials for the RTP Dept./Road & Bridge Division's Precinct 1 Maintenance yard in an amount not to exceed \$2,500 from line item #020-710-8741 and amend budget accordingly. All present voting "Aye". MOTION PASSED

26911 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #3 TO THE CONSTRUCTION CONTRACT WITH HARRIS ROAD COMPANY, INC. FOR THE FIVE MILE DAM PARK, PHASE II (BUILDING) PROJECT [T1-483]

Grants Administrator Jeff Hauff spoke of change order #3 which provides concrete trails near the building in lieu of the planned crushed stone surfacing. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute Change Order #3 to the Construction Contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (building) project. All present voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE COUNTY'S REAL ESTATE CONSULTANT REGARDING PROPERTY ASSESSMENTS AND RECOMMENDATIONS RELATING TO THE COUNTY'S PARKS AND OPEN SPACE BOND PROGRAM. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT

Court convened into closed executive session at 1:35 p.m. and reconvened into open meeting at 2:42 p.m. No action taken.

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 [T1-1240]

Bob Hinkle (Broadus & Associates) gave a brief video of the Hays County Government Center (showing the interior & exterior). He also provided an activity calendar for March & April and cash flow chart [amount of \$72,006.077 paid out over 22 months]. Brenda Jenkins (Broadus & Associates) gave an update regarding jail renovations and R&B facility improvements.



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Clerk's Note: Agenda Item #38 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. FRITSCHER, 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 MARCH 9, 2010.



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



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 K & J Woodworks for a woodworking shop located at 86 S. Old Spanish Trail, Umland, in Precinct 2.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

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

SPONSORED BY: Commissioner Barton, Precinct 2

SUMMARY: James Kickertz is proposing an OSSF to serve a 35,000 square foot woodworking shop located at 86 S. Old Spanish Trail, Umland, TX 78610, in Precinct 2. The property is 10 acres. It is an Aerobic Treatment Unit utilizing surface irrigation for dispersal that was designed by Stan Burrier, P.E. The On Site Sewage Facility is designed for a maximum wastewater flow of 280 gpd. The water supply is a Public Water Supply.

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend approval.

ROAD DIRECTOR: NA

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

SITE PROFILE

Page 1
3/4/2010

OSSF Permit #: 2010-34

TYPES OF PERMITS: ☒ OSSF permit

☒ Commercial

PROPERTY ADDRESS: 86 OLD SPANISH TRAIL, KYLE TX 78640

NAME OF OWNER: K & J WOODWORKS, LLC

MAILING ADDRESS: 22510 IH 35 KYLE TX 78640 KICKERTZ, JAMES

Work Phone:

Cell:

Home Phone: (512) 262-2275

Fax:

throoms: 2

Septic Type: Commercial

Reason: New

35000 Sq Ft

35 Employees

Purchased: 1/29/2010

Revision:

License Date:

Field: 4923

Plans: 11/16/2009

Final Inspection:

Printed:

0 0 0 0

Authorization:

Approved By:

Installed:

Other Information:

☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☐ Well

☐ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract:

Block:

Lot size:

Precinct/Zone:

Affidavit File Date:

Survey:

Grid/Section:

Subdivision:

Reference: R130045

Evaluator's Information:

Site Evaluator: BURRIER, STAN

Type of soil: 4

Soil Date: 11/13/2009

280 GPD

System Information:

Manufacturer: AQUAKLEAR

Distributor:

Designer: BURRIER, STAN

Installer: WILLIAMS, ROCKY

Treatment Type: Aerobic

Disinfectant: Liquid Chlorine

Flood Plain Permit:

Disposal: Surface Application

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status:

Brand / Model

Serial Number

Date

Flood Plain Date:

System: AquaKlear

Flood Plain Certificate:

Aerator:

Flood Plain Complete:

Discharge:

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:

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: Authorize the County Judge to execute a Grant Adjustment Notice (GAN) for the Texas Division of Emergency Management, Homeland Security Grant Program Award #07-GA-48209-04 and amend the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: N/A – no funds required; this is an adjustment to final grant amount

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-656-99-014.4301

REQUESTED BY: Turner/Hauff

SPONSORED BY: Sumter

SUMMARY:

This grant was accepted by the Commissioners Court on October 30, 2007 and the grant term expired on February 28, 2010. The Grant Adjustment Notice is for the funding amount reconciliation to close out the project, and will result in a net deduction of \$304.43 from the award amount.



Texas Division of Emergency Management

2007 Grant Adjustment Notice for Hays County

Date of Award
March 3, 2010

1. Sub-Recipient Name and Address

Judge Elizabeth Sumter
Hays County
111 East San Antonio Street, #300
San Marcos, TX 78666

2. Prepared by: Mounce, Ana-Jo

3. Award Number: 07-GA
48209-04

4. Federal Grant Information

Federal Grant Title:	Homeland Security Grant Program
Federal Grant Award Number:	2007-GE-T7-0024
Date Federal Grant Awarded to TDEM:	August 13, 2007
Federal Granting Agency:	Federal Emergency Management Agency National Preparedness Directorate

5. Award Amount and Grant Breakdowns

**Total Award
Amount**

\$134,684.65

Note: Additional Budget Sheets (Attachment A): No

CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other
\$9,102.72	\$125,581.93	\$0.00	\$0.00	\$0.00	\$0.00

This award supersedes all previous awards. Performance Period: Oct 12, 2007 to Feb 28, 2010

6. Statutory Authority for Grant: This project is supported under Public Law 109-295, the Department of Homeland Security Appropriations Act of 2007.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval

Approving TDEM Official:

Jack Colley, Chief
Texas Division of Emergency Management
Department of Public Safety

Signature of TDEM Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Elizabeth 'Liz' Sumter
Hays County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

74-6002241

12. Date Signed :

13. DUE DATE: April 17, 2010

Signed award and Direct Deposit Form (if applicable) must be returned to TDEM on or before the above due date.

Jeff Hauff

From: Liz Sumter
Sent: Thursday, March 04, 2010 4:19 PM
To: Jeff Hauff; Vickie Wilhelm
Subject: FW: Grant Adjustment Notice has been RELEASED for Hays County
Attachments: GAN_07-GA_48209-04.pdf

FYI

From: GAN@TexasDPA.com [mailto:GAN@TexasDPA.com]
Sent: Thursday, March 04, 2010 1:39 PM
To: Lamar Peterson; Liz Sumter
Cc: eschaefer@capcog.org
Subject: Grant Adjustment Notice has been RELEASED for Hays County

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hays County - 2007:

Subgrantee: Hays County

GAN Type: 2007 Grant Adjustment

GAN Date: 03-Mar-10

Due Date: 17-Apr-10

	LETPP	CCP
Original Amount:	\$125,886.36	\$9,102.72
New Amount:	\$125,581.93	\$9,102.72
Delta:	(\$304.43)	\$0.00

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Equipment for CBRNE Strike teams	2007 LETPP	\$125,886.36	\$125,581.93	(\$304.43)

Reason for GAN: Close out moving funds to region

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

Texas Domestic Preparedness Assessment

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: Accept donated funds in the amount of \$500.00 to the Sheriff's Office and deposit into line item 052-618-00.4610 (Contributions).

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

PREFERRED MEETING DATE REQUESTED: 3/9/10

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Tommy Ratliff, Sheriff

SPONSORED BY: Liz Sumter, Judge

SUMMARY:

SAN MARCOS LIONS CLUB
ACTIVITIES FUND
PO BOX 884
SAN MARCOS, TX 78667-0884

3706

37-65/1119 8070
2782214032

DATE 2/18/2010

PAY
TO THE
ORDER OF

Hays County Sheriff Junior Deputy
Five hundred & no/100

\$ 500.00

DOLLARS



Security
Features
Printed on
Back



Wells Fargo Bank, N.A.
www.wellsfargo.com

FOR

Donation

Brian T. Bunker

MP

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: Accept LEOSE payment to Fire Marshall and budget as continuing education expense

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

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: \$706

LINE ITEM NUMBER OF FUNDS REQUIRED: \$706 to 001-665-00.4301 Revenue

\$706 to 001-665-00.5552 Leose Cont. Ed.

REQUESTED BY: Chambers/Auditor's Office

SPONSORED BY: Sumter

SUMMARY: Fire Marshall applied for and received LEOSE educational funds from the state: this will budget into his line item.



Texas Comptroller of Public Accounts

121711953

FEBRUARY 25, 2010

TREASURY WARRANT NO.

022410 0116 902 9P100548 17460022415 044
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

121711953

PAY SEVEN HUNDRED FIVE DOLLARS AND 56/100

\$705.56

TO

HAYS COUNTY ARSON BUREAU
102 N L B J DR STE 206
SAN MARCOS, TX 78666-5698

VOID AFTER
08/31/2012

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑆121711953⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P100548	\$705.56

LOOSE - FIRE MARSHAL

Rev: 001-665-00, 4310

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460022415 044 PAYEE NAME: HAYS COUNTY ARSON BUREAU
WARRANT NO: 121711953 ISSUE DATE: 02/24/2010

WARRANT TOTAL:

\$705.56

~~EXP: 001-665-00-1552~~

No. 121711953

— NOT NEGOTIABLE —

Detach here before depositing —>

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 additional funds for continuing education for Justice of Peace Pct 2 and amend budget from within department

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

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: \$500

LINE ITEM NUMBER OF FUNDS REQUIRED: \$500 from 001-627-00.5211 Office Supplies
\$500 to 001-627-00.5551 Continuing Ed.

REQUESTED BY: Judge Beth Smith/Auditor's Office

SPONSORED BY: Barton

SUMMARY: Continuing ed. Line is -0-; this will allow balance of Judge's expenses for training, and (3) clerks' training later this spring.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve additional funds for continuing education for Justice of the Peace Pct 2 amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 16, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$ 500.00

LINE ITEM NUMBER: From 001-627-00.5211 Office Supplies to 001-627-00.5551 Continuing Ed.

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

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: _____

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 the October 2009 and November 2009 Treasurer's Reports and Investment Reports

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: 3/16/10

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Liz Sumter, County Judge

SUMMARY:

Approve the October 2009 and November 2009 Treasurer's Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF OCTOBER 2009

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 35,093.01	\$ 64.24	\$ 2,195,849.31	\$ 2,620,000.00	\$ 4,593,915.65	\$ -	\$ 257,090.91	\$ 23,396,532.44	\$ 23,653,623.35
Road and Bridge General	\$ 20,505.90	\$ 6.17	\$ 126,777.61	\$ 1,039,367.09	\$ 994,956.45	\$ -	\$ 191,700.32	\$ 2,792,698.37	\$ 2,984,398.69
Medical and Dental Fund	\$ 81,771.16	\$ 0.80	\$ 473,087.29	\$ -	\$ 554,857.45	\$ -	\$ 1.80	\$ 53,347.47	\$ 53,348.27
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 8,350.39	\$ 450.00	\$ 450.00	\$ -	\$ 8,351.39	\$ 56,977.63	\$ 65,328.02
District Attorney Drug Forfeiture	\$ 2,890.53	\$ -	\$ 230.65	\$ -	\$ 2,175.00	\$ -	\$ 946.18	\$ 2,465.39	\$ 3,411.57
Hot Check Fee Fund	\$ 4,846.53	\$ -	\$ 1,253.08	\$ -	\$ 305.40	\$ -	\$ 5,794.21	\$ -	\$ 5,794.21
Health Services Grants	\$ 2,221.43	\$ 11.08	\$ 114,904.12	\$ -	\$ 3,142.33	\$ -	\$ 113,994.30	\$ 39.37	\$ 114,033.67
Family Health Services	\$ 5,320.51	\$ 1.55	\$ 66,480.31	\$ -	\$ 64,432.98	\$ -	\$ 7,369.39	\$ 20.12	\$ 7,389.51
Juvenile Detention Center	\$ 48,292.86	\$ 17.23	\$ 420,784.98	\$ -	\$ 412,875.49	\$ -	\$ 56,419.58	\$ 185.83	\$ 56,605.41
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,347.09	\$ 600,348.09
Historical Commission Trust Fund	\$ 206.00	\$ -	\$ 1,676.50	\$ -	\$ 415.00	\$ -	\$ 1,467.50	\$ 19,223.93	\$ 20,691.43

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,199.46	\$ 2,199.46
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 77,361.00	\$ 77,361.00	\$ -	\$ 1.00	\$ 2,348,173.95	\$ 2,348,174.95
Parks Bond 2007	\$ 1.00	\$ -	\$ -	\$ 403,790.78	\$ 403,790.78	\$ -	\$ 1.00	\$ 3,803,526.02	\$ 3,803,527.02
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 7,501,683.85	\$ 7,501,684.85
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ 154,000.70	\$ 154,000.70	\$ -	\$ -	\$ 7,711,866.24	\$ 7,711,866.24
Road Construction Bond 2009	\$ 2.38	\$ -	\$ -	\$ 213,274.94	\$ 213,274.94	\$ -	\$ 2.38	\$ 8,636,685.58	\$ 8,636,687.96
Pass Thru Revenue Bond 2009	\$ 37.46	\$ -	\$ -	\$ 1,118,509.14	\$ 1,118,509.14	\$ -	\$ 37.46	\$ 37,966,820.68	\$ 37,966,858.14
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 1.00	\$ 305,876.14	\$ 305,877.14
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 12,500.00	\$ -	\$ 2,425.00	\$ -	\$ 10,076.00	\$ -	\$ 10,076.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,218.28	\$ 12.01	\$ 58,050.55	\$ -	\$ 300.00	\$ -	\$ 86,981.84	\$ 3,559,174.68	\$ 3,646,156.52
GRAND TOTALS:	\$ 230,414.06	\$ 113.08	\$ 3,479,944.79	\$ 5,641,753.65	\$ 8,611,987.31	\$ -	\$ 740,238.27	\$ 99,757,844.24	\$ 99,498,082.51

Transfers Outstanding:

Hays County Treasurer's Investment Report

For October 2009

PAGE 1

AMERICAN NATIONAL BANK CHECKING

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
All Funds (see Page 1)	\$ 230,414.06	113.08	9,121,698.44	8,611,987.31	740,238.27

TEXPOOL 0.2095% 1.000370

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 3,992,630.95	661.02	582,910.56	2,621,000.00	1,955,202.53
Road and Bridge General	\$ 1,993,683.44	290.67	89,715.47	1,039,367.09	1,044,322.49
Medical and Dental Fund	\$ 51,962.75	9.25	-	-	51,962.00
Sheriff's Drug Forfeiture	\$ 57,417.43	10.20	-	450.00	56,977.63
D.A. Drug Forfeiture	\$ 2,402.66	0.41	-	-	2,403.07
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 185.83	-	-	-	185.83
Tobacco Settlement Fund	\$ 600,240.28	106.81	-	-	600,347.09
Historical Commission Trust	\$ 12,023.33	2.14	-	-	12,025.47
Certificates of Obligation '05	\$ 2,199.12	0.34	-	-	2,199.46
Road Construction 2006	\$ 2,425,107.87	427.08	-	77,361.00	2,348,173.95
Parks Bond 2007	\$ 4,206,609.46	707.34	-	403,790.78	3,803,526.02
Parks Bond 2008	\$ 3,500,029.45	622.83	-	-	3,500,652.28
Certificates of Obligation '09	\$ 3,864,160.99	674.38	-	154,000.70	3,710,834.67
Road Construction 2009	\$ 3,847,963.34	669.72	-	213,274.94	3,635,358.12
Pass Thru Revenue 2009	\$ 20,077,540.30	3,482.52	-	1,118,509.14	18,962,513.68
LCRA Service Fee Fund	\$ 320,819.82	56.32	-	15,000.00	305,876.14
Hays County I & S	\$ 1,242,631.17	225.13	137,944.47	-	1,380,800.77
All Funds	46,197,601.10	7,946.16	810,570.50	5,642,753.65	41,373,364.11

ICT Funds Management 0.1000%

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 11,248,376.27	1,117.60	-	-	11,249,493.87
Parks Bond 2008	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Certificates of Obligation '09	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Road Construction 2009	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Pass Thru Revenue 2009	\$ 8,000,213.25	794.87	-	-	8,001,008.12
All Funds	22,248,669.50	2,210.55	-	-	22,250,880.05

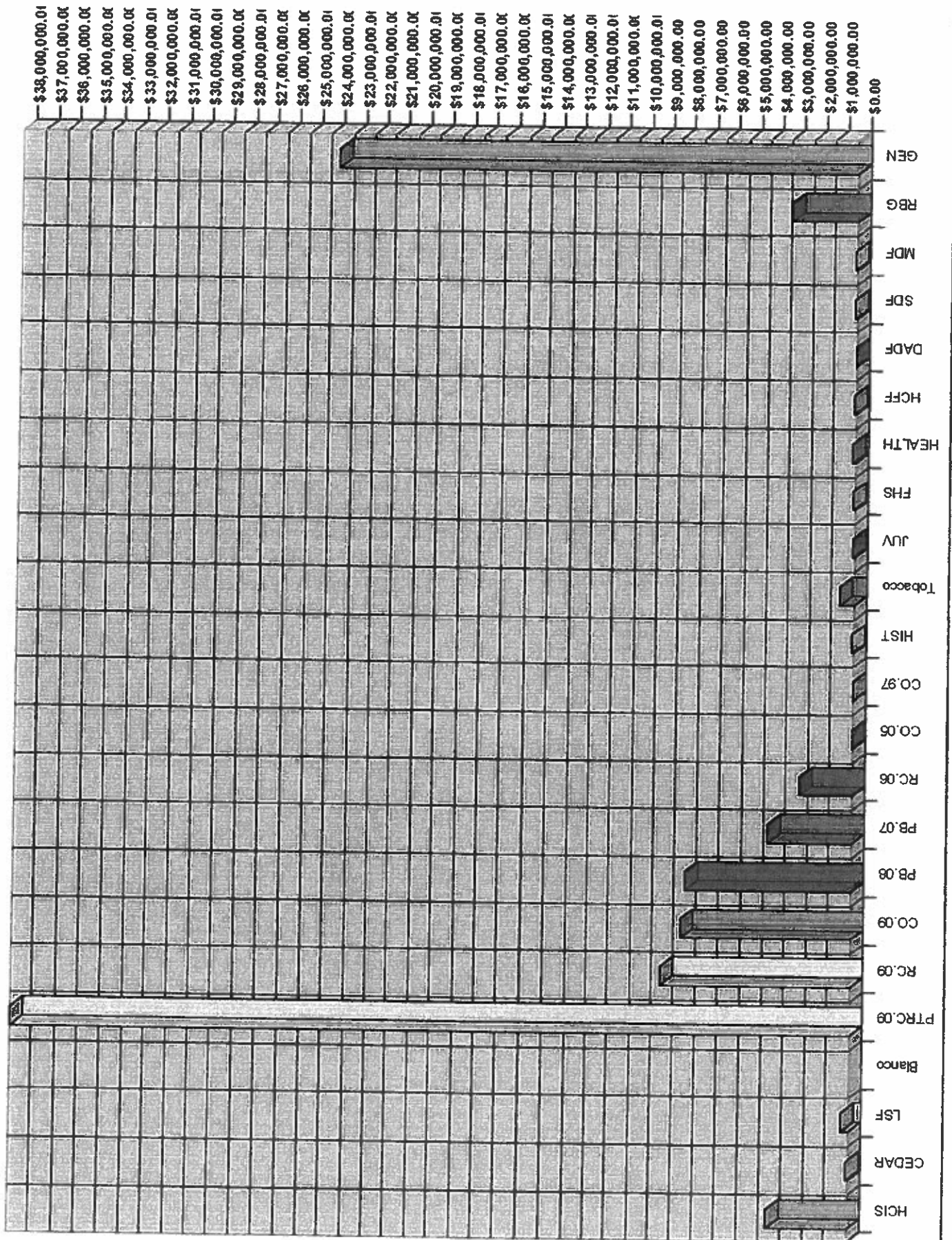
Description	9/30/09 Balance		Interest	Deposits	Debits	10/31/09 Balance	
General	\$	3,736,301.59	964.73	-	-	3,737,256.32	
Parks Bond 2008	\$	2,000,098.60	511.06	-	-	2,000,609.66	
Certificates of Obligation '09	\$	2,000,098.60	511.06	-	-	2,000,609.66	
Road Construction 2009	\$	2,000,098.60	511.06	-	-	2,000,609.66	
Pass Thru Revenue 2009	\$	6,000,295.80	1,533.17	-	-	6,001,828.97	
All Funds		15,736,893.19	4,021.08	-	-	15,740,914.27	
LOGIC	0.3158%		1.00031				
Description	9/30/09 Balance		Interest	Deposits	Debits	10/31/09 Balance	
General	\$	5,498,214.35	1,474.68	-	-	5,499,689.03	
Road and Bridge General	\$	1,747,907.07	468.81	-	-	1,748,375.88	
Medical and Dental Fund	\$	1,385.10	0.37	-	-	1,385.47	
D.A. Drug Forfeiture	\$	62.30	0.02	-	-	62.32	
Health Services Grants	\$	36.45	0.01	-	-	36.46	
Family Health Services	\$	20.11	0.01	-	-	20.12	
Historical Commission Trust	\$	7,196.53	1.93	-	-	7,198.46	
Parks Bond 2008	\$	1,000,027.67	268.22	-	-	1,000,295.89	
Certificates of Obligation '09	\$	1,000,027.67	268.22	-	-	1,000,295.89	
Road Construction 2009	\$	2,000,055.34	536.44	-	-	2,000,591.78	
Pass Thru Revenue 2009	\$	5,000,128.82	1,341.09	-	-	5,001,469.91	
Hays County I & S	\$	1,927,907.37	517.09	-	-	1,928,424.46	
All Funds		18,182,968.78	4,876.89	-	-	18,187,845.67	

TREASURY BILLS AND NOTES

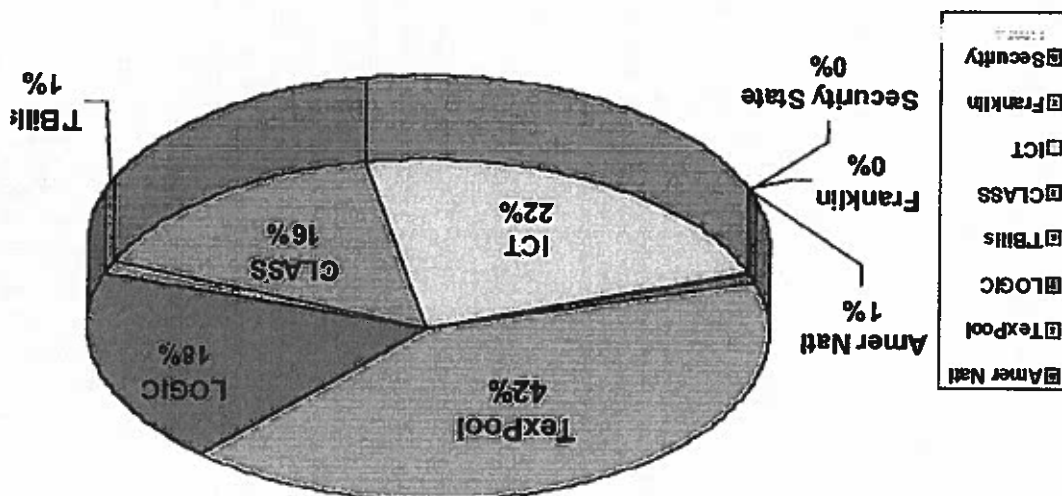
Description	Price	Yield	Maturity	Par Value	Balances 9/30/09		Transactions		Par Value	Balances 10/31/09	
					Book Value	Market Value	Purchases	Maturities		Book Value	Market Value
912796SS44	99.962		193/10/22/09	250,000.00	249,970.93	249,995.42		250,000.00		99,959.11	99,999.40
			Hays County I & S	250,000.00	249,879.83	249,995.42		250,000.00		99,959.11	99,999.40
912796PP96	99.962		193/10/29/09	500,000.00	499,759.86	499,977.85		500,000.00		199,924.17	199,991.75
			General	500,000.00	499,759.86	499,977.85		500,000.00		199,924.17	199,991.75
912796C63	99.9591		162/11/27/09	100,000.00	99,959.11	99,922.27				249,949.45	249,984.06
			General	100,000.00	99,959.11	99,922.27				249,949.45	249,984.06
912796C61	99.9621		152/6/12/03/09	200,000.00	199,924.17	199,982.22				499,905.21	499,944.38
			General	200,000.00	199,924.17	199,982.22				499,905.21	499,944.38
912796R94	99.9798		1/21/2010	200,000.00			250,000.00				
			Hays County I & S	200,000.00			250,000.00				
912796S77	99.962		07/6/12/8/10	500,000.00			500,000.00				
			General	500,000.00			500,000.00				
TOTAL				1,050,000.00	1,049,523.07	1,049,877.76	750,000.00	750,000.00	1,050,000.00	1,049,737.94	1,049,919.59

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 9/30/09			Transactions		Balances 10/31/09		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27
Security State Bank	General	3.05% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	30,684.01	30,684.01	30,684.01			30,684.01	30,684.01	30,684.01
Franklin Bank	General	1.91% 10/19/11	8,003.17	8,003.17	8,003.17	49.51		8,052.68	8,052.68	8,052.68
TOTAL			155,052.69	155,052.69	155,052.69	49.51	-	155,102.20	155,102.20	155,102.20
TOTAL Fund Balances				103,801,122.39			99,498,082.51			
BENCHMARK										
CURRENT 90 DAY TREASURY BILL YIELDING .045%										



INVESTMENT ALLOCATION TOTALS OCTOBER 2009



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

[Signature]
Bill Herzog, Hays County Auditor

[Signature]
Michele Fittle, Hays County Treasurer

[Signature]
Britney Richey, Accountant, Hays County

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF NOVEMBER 2009

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE						ENDING BALANCE		TOTAL FUND
	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	Total Investments			
General	\$ 257,090.91	\$ 79.67	\$ 2,639,859.29	\$ 1,960,000.00	\$ 4,541,063.75	\$ -	\$ 315,966.12	\$ 21,991,703.45	\$ 22,307,669.57
Road and Bridge General	\$ 191,700.32	\$ 9.45	\$ 84,057.40	\$ 564,000.00	\$ 801,303.44	\$ -	\$ 38,463.73	\$ 2,472,519.74	\$ 2,510,983.47
Medical and Dental Fund	\$ 1.80	\$ 3.71	\$ 694,957.20	\$ -	\$ 694,913.86	\$ -	\$ 48.85	\$ 53,356.77	\$ 53,405.62
Sheriff's Drug Forfeiture	\$ 8,351.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,351.39	\$ 56,987.50	\$ 65,338.89
District Attorney Drug Forfeiture	\$ 946.18	\$ -	\$ -	\$ -	\$ 60.00	\$ -	\$ 886.18	\$ 2,465.78	\$ 3,351.96
Hot Check Fee Fund	\$ 5,794.21	\$ -	\$ 1,255.95	\$ -	\$ 499.04	\$ -	\$ 6,551.12	\$ -	\$ 6,551.12
Health Services Grants	\$ 113,994.30	\$ 17.21	\$ 28,195.59	\$ -	\$ 76,236.28	\$ -	\$ 65,970.82	\$ 39.36	\$ 66,010.20
Family Health Services	\$ 7,369.39	\$ 2.45	\$ 247,765.48	\$ -	\$ 240,977.44	\$ -	\$ 14,159.88	\$ 20.12	\$ 14,180.00
Juvenile Detention Center	\$ 56,419.58	\$ 7.62	\$ 1,003,630.56	\$ -	\$ 608,273.35	\$ -	\$ 451,784.41	\$ 185.83	\$ 451,970.24
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,451.33	\$ 600,452.33
Historical Commission Trust Fund	\$ 1,467.50	\$ -	\$ 1,249.00	\$ -	\$ 204.00	\$ -	\$ 2,512.50	\$ 19,227.59	\$ 21,740.09

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,199.82	\$ 2,199.82
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 97,670.88	\$ 97,670.88	\$ -	\$ 1.00	\$ 2,250,895.62	\$ 2,250,896.62
Parks Bond 2007	\$ 1.00	\$ -	\$ -	\$ 72,611.75	\$ 72,611.75	\$ -	\$ 1.00	\$ 3,731,568.85	\$ 3,731,569.85
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 7,502,886.58	\$ 7,502,887.58
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,713,283.66	\$ 7,713,283.66
Road Construction Bond 2009	\$ 2.38	\$ 20.36	\$ 703,608.50	\$ 462,957.14	\$ 462,957.14	\$ -	\$ 703,631.23	\$ 8,175,278.48	\$ 8,878,909.71
Pass Thru Revenue Bond 2009	\$ 37.46	\$ 5.13	\$ 71,699.97	\$ 817,943.59	\$ 817,943.59	\$ -	\$ 71,742.56	\$ 37,165,244.32	\$ 37,226,986.88
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 31,266.64	\$ 31,266.64	\$ -	\$ 1.00	\$ 274,658.52	\$ 274,659.52
Cedar Oaks Mesa	\$ 10,076.00	\$ -	\$ 115,577.50	\$ 56,429.00	\$ 66,504.00	\$ -	\$ 115,578.50	\$ -	\$ 115,578.50

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 86,981.84	\$ 16.84	\$ 29,000.00	\$ -	\$ 500.00	\$ -	\$ 115,498.68	\$ 3,947,172.41	\$ 4,062,671.09
GRAND TOTALS:	\$ 740,238.27	\$ 162.43	\$ 5,620,856.44	\$ 4,062,879.00	\$ 8,512,986.16	\$ -	\$ 1,911,150.98	\$ 95,950,145.75	\$ 97,861,296.73

Transfers Outstanding:

Hays County Treasurer's Investment Report

For November 2009

PAGE 1

AMERICAN NATIONAL BANK CHECKING

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
All Funds (see Page 1)	\$ 740,238.27	162.43	9,683,735.44	8,512,985.16	1,911,150.98

TEXPOOL 0.2090% 1.000160

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 1,955,202.53	253.79	1,591,606.86	3,000,000.00	\$ 47,763.18
Road and Bridge General	\$ 1,044,322.49	156.78	243,283.25	564,000.00	\$ 723,762.52
Medical and Dental Fund	\$ 51,962.00	9.00	-	-	\$ 51,971.00
Sheriff's Drug Forfeiture	\$ 56,977.63	9.87	-	-	\$ 56,987.50
D.A. Drug Forfeiture	\$ 2,403.07	0.38	-	-	\$ 2,403.45
Health Services Grants	\$ 2.91	-	-	-	\$ 2.91
Juvenile Center	\$ 185.83	-	-	-	\$ 185.83
Tobacco Settlement Fund	\$ 600,347.09	104.24	-	-	\$ 600,451.33
Historical Commission Trust	\$ 12,025.47	2.09	-	-	\$ 12,027.56
Certificates of Obligation '05	\$ 2,199.46	0.36	-	-	\$ 2,199.82
Road Construction 2006	\$ 2,348,173.95	392.55	-	97,670.88	\$ 2,250,895.62
Parks Bond 2007	\$ 3,803,526.02	654.58	-	72,611.75	\$ 3,731,568.85
Parks Bond 2008	\$ 3,500,652.28	607.73	-	178.15	\$ 3,501,081.86
Certificates of Obligation '09	\$ 3,710,834.67	644.27	-	-	\$ 3,711,478.94
Road Construction 2009	\$ 3,635,358.12	558.71	-	462,957.14	\$ 3,172,959.69
Pass Thru Revenue 2009	\$ 18,962,513.68	3,164.25	-	817,943.59	\$ 18,147,734.34
LCRA Service Fee Fund	\$ 305,876.14	49.02	-	31,266.64	\$ 274,658.52
Hays County I & S	\$ 1,380,800.77	279.14	387,297.98	-	\$ 1,768,377.89
All Funds	41,373,364.11	6,886.76	2,222,188.09	5,046,628.15	38,555,810.81

ICT Funds Management 0.1000%

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 11,249,493.87	1,006.25	-	-	\$ 11,250,500.12
Parks Bond 2008	\$ 1,000,126.02	89.47	-	-	\$ 1,000,215.49
Certificates of Obligation '09	\$ 1,000,126.02	89.47	-	-	\$ 1,000,215.49
Road Construction 2009	\$ 1,000,126.02	89.47	-	-	\$ 1,000,215.49
Pass Thru Revenue 2009	\$ 8,001,008.12	715.70	-	-	\$ 8,001,723.82
All Funds	22,250,880.05	1,990.36	-	-	22,252,870.41

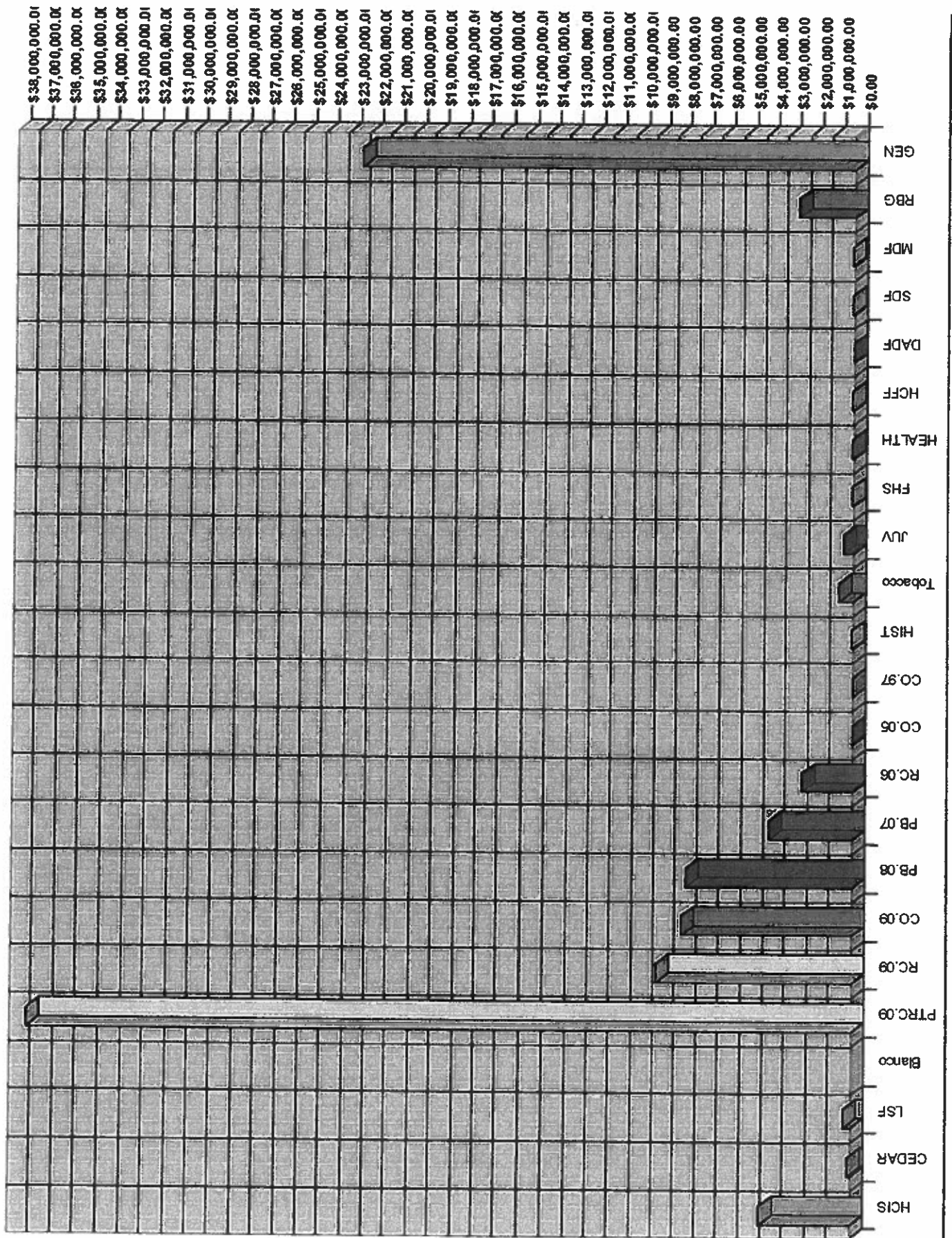
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 10/31/09			Transactions		Balances 11/30/09		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27
Security State Bank	General	3.06% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	30,684.01	30,684.01	30,684.01	204.18		30,888.19	30,888.19	30,888.19
Franklin Bank	General	1.91% 10/19/11	8,052.68	8,052.68	8,052.68			8,052.68	8,052.68	8,052.68
TOTAL			155,102.20	155,102.20	155,102.20	204.18	-	155,306.38	155,306.38	155,306.38
TOTAL Fund Balances			99,498,082.51				97,861,296.73			

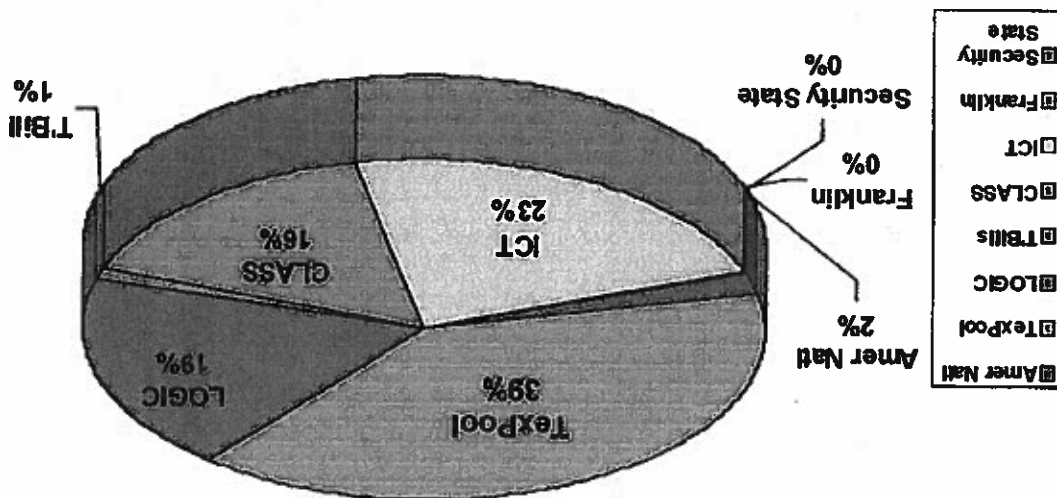
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .045%

Fund balances for 11/30/09



INVESTMENT ALLOCATION TOTALS NOVEMBER 2009



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michelle Tuttle, Hays County Treasurer

Britney Richey, Accountant, 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 execute an interlocal agreement between Hays County and the City of Woodcreek for repair and maintenance of roadways in Woodcreek.

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

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

PREFERRED MEETING DATE REQUESTED: March 9, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:



City of Woodcreek

February 12, 2010

Honorable Will Conley
Hays County Commissioner, Precinct 3
P. O. Box 2085
950 Ranch Road 2325
Wimberley, Texas 78676

Attention: Jennifer Anderson

Dear Commissioner Conley:

Attached are two original executed copies of the Interlocal Agreement for Repair and Maintenance between Hays County and the City of Woodcreek for Street Repair services within the corporate limits of the City of Woodcreek. This Interlocal Agreement was approved by the Woodcreek City Council at its February 10, 2010 City Council meeting.

Please have the two agreements executed on behalf of Hays County and return one set of originals for the City of Woodcreek files.

If I can be of further service, please let me know.

Sincerely,

A handwritten signature in blue ink, reading "Pieter Sybesma". The signature is stylized, with the first name "Pieter" written in a cursive script and the last name "Sybesma" in a more formal, slightly cursive font.

Pieter Sybesma
City Administrator

CITY OF WOODCREEK

**INTERLOCAL AGREEMENT
FOR REPAIR AND MAINTENANCE**

This Interlocal Agreement for Roadway Repair and Maintenance ("Agreement") is hereby entered into by and between the City of Woodcreek, Texas, a Type-A general-law municipality, hereinafter referred to as "City", and the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as "County."

**ARTICLE I.
RECITALS**

WHEREAS, County and City desire to provide safe and well maintained roads, streets, alleys, and rights-of-ways for the use and benefit of the public and future generations; and

WHEREAS, the County and City desire to cooperate in the maintenance and repair of roads, streets, alleys, and rights-of-ways within the County and City; and

WHEREAS, the County and City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well-maintained roads, streets, alleys, and rights-of-ways that are of consistent quality of pavement along the whole length of roads that are part of the County or City road system, even those County Roads that lie within the City limits (see Attorney General Opinions ww-1401, H-1018 and H-1019); and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the "Act") empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, road and street maintenance are governmental functions within the meaning of the Act; and

WHEREAS, the City and County are "local governments" within the meaning of the Act; and

WHEREAS, specifically, Section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into a interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality's streets or alleys that are not an integral part or a connecting link to other roads or highways; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance, or repair of a street or alley; and further, subsection (b)(3) permits the county work may be done or financed by the county as an independent contractor with the municipality; and

WHEREAS, Hays County has budgeted funds sufficient for the general maintenance of roads in the County Road System that lie within the City limits; and

WHEREAS, the total expenditure of municipal funds under this Agreement is expected to be less than \$50,000, exempting the City from compliance with the competitive bid procedures of chapter 252 of the Local Government Code; and

NOW THEREFORE, in consideration for the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and County agree to do as follows:

ARTICLE II. MAINTENANCE SERVICES

2.1 Definition.

The "Maintenance Services" to be provided by the County to the City hereunder are services, including, the maintenance and repair of asphalt and pavement of the streets and roads and corresponding maintenance and repair to the subsurface and surface of roads and streets as designated herein, as appropriate to Hays County and as specifically agreed to by and between the County and City, namely, those services specified herein.

2.2 Term

a. Unless terminated as provided herein, the Initial Term of this Agreement will commence on the date of execution of the last party to sign the Agreement (hereinafter the "Effective Date"). The Initial Term shall be for one (1) year, commensurate with the fiscal year of the City. In the event that the City and the County execute this Agreement after the beginning of the City's fiscal year, the Initial Term shall be from the Effective Date to the end of the City's fiscal year.

2.3 Current Funds

Funding from each party for the performance of this Agreement will be provided from current revenues available to the parties. Further, the City assures the County that funds are available (and, unless written notice is provided by the City, will continue to be available) to reimburse the County, as the City is obligated to do under the terms of this Agreement. After written notice from the City that no City funds are available or if this Agreement is terminated in a budget year, the City shall not be obligated to reimburse the County for the cost of any labor or materials related to any maintenance or repair or any County Road or City Road incurred by the County after its receipt of the written notice from the City, unless the project was already undertaken at the time of the written notice.

2.4 Maintenance Services

a. County Road System Roadways. In regards to all roads within the City limits that are identified by the County as roads that are part of or integral to the County Road System (hereinafter "County Roads"), and as more particularly identified on Exhibit "A" (**There are no County roads within the City of Woodcreek as of February 10, 2010**), attached and incorporated by reference, the Parties agree as follows:

1. County shall be responsible for providing the labor and equipment required for maintenance and repair of County Roads.

2. City agrees to pay for all actual materials costs related to the maintenance and repair of County Roads, as defined in 2.4(a).
 3. City may request the maintenance and repair of specific County Roads, but County shall, with or without request by the City, (i) identify County Roads that are in need of maintenance and repair, (ii) provide thirty (30) days prior written notice to City of maintenance and repair that County intends to perform on County Roads, and (iii) unless City objects to the maintenance and repair within ten (10) days of receiving notice under this Section, maintain and repair all County Roads, in a similar fashion and to a similar quality as is customarily performed on other roads within Hays County.
 4. If City desires that a specific County Road be maintained, repaired, or upgraded to a higher quality or higher standard than is customarily performed by the County on other county roads within Hays County, City may, at no expense to the County, contract with a third party for the maintenance, repair, and/or upgrade of that specific County Road. In the alternative, the City may request the County to perform the maintenance, repair, and/or upgrade of that specific County Road to the specification desired by the City, if County has the resources available to perform to those specifications.
 5. If City requests that County perform the maintenance, repair, and/or upgrade of a specific County Road under subsection 2.4(a)(3) of this Agreement, County shall provide an estimate to the City for the proposed work, and the parties shall follow the procedures set forth for the City Roads, below. County's estimate under this section shall account for the cost of materials it would take to maintain, repair, and/or upgrade that specific County Road to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.
- b. City Roadways. In regard to all roads within the City limits that are NOT identified by the County as roads that are part of or integral to the County Road System (hereinafter "City Roads"), the parties agree as follows:
1. County shall, at the request of the City, provide City with a written estimate and proposed Start Date for the maintenance, repair, and/or upgrade of specific City Roads. The written estimate shall include reasonable compensation for County's labor, equipment, and material costs associated with the maintenance, repair, and/or upgrade of any specific City Road as to the standards specified by the City.
 2. City shall, within thirty (30) days receipt of the written estimate from the County, request that County (i) perform the maintenance, repair, and/or upgrade of that specific City Road as estimated by the County, or (ii) inform the County that the City desires to wait until a later date upon which the County can provide the City with a new estimate and available Start Date for that specific City Road. City may, at any time, contract with a third party for the maintenance, repair, and/or upgrade of any City Road.
 3. If City requests that County perform maintenance, repair, and/or upgrades under subsection 2.4(a)(3) above, County shall commence performance of the maintenance, repair, and/or upgrade within ten (10) days of the proposed Start Date cited in subsection 2.4(b)(1) above. If City waits for a period longer than thirty (30) days to respond to

County's written estimate, or if the City requests that the County act in accordance with 2.4(a)(3) above, the written estimate provided by the County shall be considered expired and void unless otherwise indicated or extended in writing by the County.

ARTICLE III. PAYMENT

3.1 Payment.

All invoices related to Maintenance Services for County Roads and City Roads shall be provided by County on a monthly basis for all costs that are the obligation of the City under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt, or the following business day of the thirtieth day falls on a weekend or state holiday.

ARTICLE IV. TERMINATION

4.1 Termination.

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days written notice to the non-terminating party. If, upon providing or receiving notice of termination under this Section, County has begun the performance of Maintenance Services or upgrade of any roadway under this Agreement, County shall complete the work on that specific roadway, and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either party is released from the terms and obligations of this Agreement.

ARTICLE V. MISCELLANEOUS

5.1 Notice.

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice as set forth below, or the last address for notice which the sender has for the recipient at the time notice is sent, with a copy sent on the same day by facsimile, or on the date notice is delivered if hand-delivered, with a written acknowledgement of receipt obtained.

Address for notices are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Pieter Sybesma (or his successor)
City Administrator
41 Champions Circle
Woodcreek, Texas 78676

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Commissioner Will Conley (or his successor in office)
P.O. Box 2085
Wimberley, Texas 78676

- c. To be effective, a copy of any notice sent to the COUNTY shall be sent to Special Counsel's office at the following address:

Mark Driscoll Kennedy
A.D.A. – Special Counsel
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, Texas 78666

- d. To be effective, a copy of any notice sent to the CITY shall be sent to the City Attorney at the following address:

Alan Bojorquez
Bojorquez Law Firm
12325 Hymeadow Drive, Suite 2-100
Austin, Texas 78750

5.2 Cooperation, Reservation of Rights.

The City and County agree to cooperate with each other, in good faith, at all times during the term of this Agreement in order to achieve the purpose and intent of the Agreement. The parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purpose and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the County and City's legal right to autonomously repair and maintain roads that have been identified as part of each entity's respective road system, particularly if the condition of said road, in the Party's opinion, poses a safety or mobility concern.

5.3 Entire Agreement, Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or City has the authority to alter, amend, or modify the terms of the Agreement, except in accordance with express authority as may be respectively granted by either the County Commissioners Court or the City Council.

5.4 Interpretation.

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted in consistently with the Act.

5.5 Severability.

Any clause, sentence, paragraph, or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

5.6 Applicable Laws.

This Agreement shall be construed in accordance with the laws of the State of Texas.

5.7 Authorization.

Each party to this Agreement acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved by the City Council of the City and the Hays County Commissioners Courts, and signed by both parties.

5.8 Indemnity.

The City agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the County from any and all suits, claims, or causes of action which may arise out of, or in any manner be connected with the negligence, recklessness, or intentional misconduct of City employees, agents, or servants in performing the City's obligations under the terms of this Agreement.

The County agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the County from any and all suits, claims, causes of action, or public liability which may arise out of, or in any manner be connected with County operations or programs, and the negligence, recklessness, or intentional misconduct of County employees, agents, or servants in performing or failing to perform the County's obligations under the terms of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by the County or City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, not otherwise existing at law.

5.9 Duplicate Original Counterparts.

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City and County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other entity, but does not create obligations or rights as between contracting entities.

5.10 Alternative Dispute Resolution.

It shall be a prerequisite to either party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Maintenance Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, section 154.023. Unless both parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in any such mediation may be enforced by a court of competent jurisdiction. All communications within the scope of

mediation are and shall be confidential as provided in said section 154.023 unless both parties agree in writing to waive such confidentiality.

5.11 Non-waiver.

Any act of forbearance by either party will not constitute and will not have the effect of an amendment to this Agreement. The failure of any party to exercise a right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

5.12 Interpretation and Reliance.

No presumption will apply in favor of either party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

EXECUTED THIS THE _____ DAY OF _____, 2010.

Hays County

By:

Elizabeth Sumter
Hays County Judge




ATTEST:


Linda C. Fritsche, Hays County Clerk

EXECUTED THIS THE 12th DAY OF FEBRUARY, 2010.

By:


Eric C. Eskelund
Mayor, City of Woodcreek

ATTEST:


Pieter Sybesma
City Administrator

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 purchase of 3 Laptop Computers, 1 Desktop Computer and software for use by the Hays County Criminal District Attorney's Office, and to amend the budget accordingly.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: \$7,715.43

LINE ITEM NUMBER OF FUNDS REQUIRED: _____

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY: Representatives from Information Technology ("I.T.") and the Hays County Criminal District Attorney's Office met last month to discuss the troubles prosecutors are having with existing equipment. On several occasions, trials have been delayed because Audio/Visual equipment has failed; and the image quality of the current projectors is poor. I.T. determined that the laptops currently being used by prosecutors would not even be suitable for personal use, and would likely be recycled. The D.A.'s Office intends to purchase 2 projectors with its discretionary funds, and is requesting that the Court authorize purchase of the 3 laptops (with software) to accompany the projectors.

In addition to the 3 laptops, I.T. also recently worked on the desktop computer assigned to the Forfeitures prosecutor, but necessary repairs to allow viewing of documents on Odyssey were not feasible. I.T. stated that this particular desktop is the oldest computer in the Justice Center, and needs to be replaced. Viewing documents on Odyssey is necessary for the Forfeitures prosecutor to fulfill his duties, and no other computers are available for these purposes.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the purchase of 3 Laptop Computers, 1 Desktop Computer and software for use by the Hays County Criminal District Attorney's Office, and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 16, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$7,715.43

LINE ITEM NUMBER:??? TBD

COUNTY PURCHASING GUIDELINES FOLLOWED:

PAYMENT TERMS ACCEPTABLE:

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: _____

DA Computer Request (backup)

3 Laptops	\$3284.55
3 yr DoP Warranty (3)	\$ 812.73
3 extra yrs PC/Peripheral Extended Service (3)	\$ 377.34
3 Case Logic VNC17 – Slimline 17" Notebook case	\$ 78.33
3 Software Licenses	\$2137.56
1 Desktop	\$ 700.00
Software	\$ 325.00
Total	\$7715.51

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 an Additional Services Agreement with Land Design Partners for services related to the Five Mile Dam Park Project, Phase II.

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

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: \$9,350.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5621

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On October 10, 2006 the Commissioners Court authorized a Professional Services Agreement with Land Design Partners (LDP) for design and engineering services for the development of Five Mile Dam Park. This has included work for both the Phase I portion of the project with funding provided by the County, and the Phase II construction work and associated costs funded by the City of San Marcos.

The initial agreement for Phase II services by LDP was authorized by Commissioners Court on February 3, 2009 in the amount of \$46,000 for document preparation, bidding, and construction administration. The attached agreement involves additional services related to assistance associated with a trail grant received by the City of San Marcos, coordination with contractors/vendors for additional work at the park, and additional construction administration/site observations associated with the extension of the time for construction completion. The fee for these services amounts to \$9,350.00, which is available from funds budgeted for this project by the City of San Marcos.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Additional Services Agreement with Land Design Partners for services related to the Five Mile Dam Park Project, Phase II.

PREFERRED MEETING DATE REQUESTED: March 16, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$ 9,350.00

LINE ITEM NUMBER: 147-757-97-041.5621

COUNTY PURCHASING GUIDELINES FOLLOWED:

PAYMENT TERMS ACCEPTABLE:

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

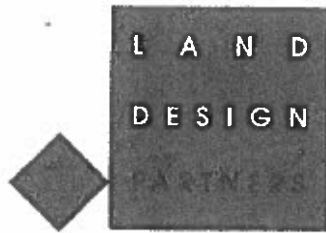
COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



NOTICE OF ADDITIONAL LANDSCAPE ARCHITECTURE SERVICES

February 25, 2010

Judge Liz Sumter
Hays County
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666

Re: Five Mile Dam Park – Hays County, Texas.

Description of Work in Progress:

AUSTIN	<u>Fee</u>	<u>Task</u>
	\$1,200	Trail Grant Assistance – LDP will provide schematic drawings
	Lump Sum	of trail grant items as required. Additionally, LDP will
		assist in preparing the trail grant cost estimate by providing
DALLAS		quantities and unit costs as required.
	\$1,500	Contractor Quotation Coordination – LDP will assist in
	Lump Sum	determining the breakdown of Five Mile Dam Park additions
SAN ANTONIO		in order to seek contractor quotations. LDP will also seek
		quotations from a minimum of three contractors for each
		additional work item for Five Mile Dam Park. It is assumed
		there will be between five and ten separate park additions
		that will require contractor quotations.
	\$6,250	Additional Construction Administration – LDP will perform
	Lump Sum	continued construction administration per the original contract
		for current contractor change orders and additional quoted
		park additions. It is assumed that approximately eight weeks
		will be added to the current construction schedule. Four
		additional Five Mile Dam Park progress meetings will be
		administered by LDP, and an additional site visit by LDP is
		included within this scope item.
	\$400	Additional Reimbursables
	Estimate not to	
	exceed	

Land Design Partners, Inc.
221 West Sixth Street, Suite 300
Austin, Texas 78701
Ph 512.327.5900 512.328.1253 Fx

LANDSCAPE ARCHITECTS

PLANNERS

Judge Liz Sumter
February 25, 2010
Page 2

Method of Billing: As stated above.

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Judge Liz Sumter

Date



Charles Mabry

2/25/10

Date

Land Design Partners, Inc. ■ ■ ■ ■
221 West Sixth Street, Suite 300 ■ ■ ■ ■
Austin, Texas 78701 ■ ■ ■ ■
Ph 512.327.5900 512.328.1253 Fx ■ ■ ■ ■

L A N D D E S I G N P A R T N E R S

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a Memorandum of Understanding Regarding Dedication of Woodcreek North Roadways between Hays County, the Woodcreek Property Owners Association of Hays County, Inc., and Wimberley Springs Partners, Ltd.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: N/A (See Agreement)

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: The Parties to this MOU have been negotiating with the assistance of Hays County staff, to establish a fair estimation of costs associated with preliminary improvements that would bring the Woodcreek North roadways into substantial compliance with Hays County specifications. Per the MOU, once payment for those improvements is made, Hays County would accept dedication of the roadways and begin maintaining the roadways regularly.

MEMORANDUM OF UNDERSTANDING
REGARDING THE DEDICATION OF ROADWAYS AND RIGHT-OF-WAY
IN THE WOODCREEK NORTH SUBDIVISION

This Memorandum of Understanding Regarding the Dedication of Roadways and Right-of-Way (ROW) in the Woodcreek North Subdivision ("MOU") is hereby made between Hays County, a political subdivision of the State of Texas ("County"), Wimberley Springs Partners, Ltd, a Texas limited partnership ("Developer"), and Woodcreek Property Owners Association of Hays County, Inc., a Texas corporation ("WPOA"). The parties cited above are sometimes hereinafter collectively referred to as "the Parties" or "the Parties to this MOU."

RECITALS

WHEREAS, Developer and WPOA currently own, possess, and maintain certain roadways located within the Woodcreek North Subdivision in Precinct 3 of Hays County, Texas;

WHEREAS, Developer and WPOA each wish to dedicate and convey certain roadways and ROW that they respectively own, and/or possess and maintain, each parcel of which is described in Exhibit "A";

WHEREAS, the roadways that are the subject of this MOU, a depiction of which is attached hereto as Exhibit "B", require repair and improvements in order to generally comply with Hays County Road Standards; and

WHEREAS, the County is willing to accept dedication of the roadways and ROW and make the requisite repair and improvements (hereinafter "the Work") to the roadways, the scope and costs of which are cited in Exhibit "C", if Developer and WPOA meet certain terms and conditions described herein;

NOW THEREFORE, The Parties agree as follows:

ARTICLE I. OWNER OBLIGATIONS.

- 1.1 *Payment of Estimated Roadway Improvements.* As a condition precedent to County's obligations cited in Article II, WPOA shall pay County the estimated costs of the Work to the roadways described in Exhibit "A" and depicted in Exhibit "B". The Parties agree that a reasonable estimation of costs of the Work is Thirty-Seven Thousand, Four Hundred-Seventy-Two Dollars (\$37,472.00 USD). WPOA shall pay by delivering a check payable to "Hays County, Texas" to County's contact for notice under Section 3.1, below concurrently with Hays County's acceptance of the Dedication Deeds, which shall occur within forty-five (45) days of the date this MOU is fully executed by the Parties.
- 1.2 *Dedication of Real Property Owned in Fee Title.* As a condition precedent to County's obligations cited in Article II, Developer and/or WPOA shall dedicate via Special Warranty Deed in the form attached hereto as Exhibit "D" the roadways and ROW described in Exhibit "A" and depicted in Exhibit "B", subject to Section 1.3 below.

- 1.3 *Dedication of Real Property Possessed but not Owned in Fee Title.* If Developer and/or WPOA possess and maintain certain roadways and ROW described in Exhibit "A" and depicted in Exhibit "B" but do not hold fee title to said properties, then, instead of dedicating those properties pursuant to Section 1.2, Developer and/or WPOA may request County's acceptance of their dedication via Quit Claim Deed. County may, at its own discretion, accept dedications via Quit Claim Deed for any roadways or ROW not specified in Exhibit A as to be conveyed only via Quit Claim Deed. County's acceptance of dedications under this Section 1.3 shall be a condition precedent to County's obligations cited in Article II. Each of the Developer and WPOA will convey a Quit Claim deed to Hays County for any of the roadways and ROW that it does not convey by Special Warranty Deed. Hays County agrees to accept only a Quit Claim Deed from Developer for any of the roadways or ROW marked "Developer Quitclaim" on Exhibit A, and Developer shall not be obligated to deliver a Special Warranty Deed for such roadways or ROW. Hays County agrees to accept only a Quit Claim Deed from WPOA for any of the roadways or ROW marked "WPOA Quitclaim" on Exhibit A, and WPOA shall not be obligated to deliver a Special Warranty Deed for such roadways or ROW. The Quitclaim Deeds will be in the form of Exhibit "E" attached hereto. The Quitclaim Deeds and the Special Warranty Deeds are collectively referred to herein as the "Dedication Deeds".

1.4

ARTICLE II. COUNTY OBLIGATIONS.

- 2.1 *Receipt and Use of Payment and Deeds.* County shall receive and earmark payment(s) from WPOA under Section 1.1, above; and shall use all monies paid from WPOA for funding labor and materials associated with the Work described in Exhibit "C" to the roadways described in Exhibit "A" and depicted in Exhibit "B". County agrees to accept the Dedication Deeds upon delivery from WPOA and Developer with the payment described in Section 1.1.
- 2.2 *Return of Monies Remaining After Completion of the Work.* After County completes the Work described in Exhibit "C", County shall provide Developer and WPOA with an accounting of actual costs incurred in performance of the Work and, if actual costs are less than the original estimated amount, pay WPOA the difference between the actual costs and the original estimated costs cited in Section 1.1, above, minus any monies already paid pursuant to Section 2.3, below. County shall make payments under Section 2.2 and 2.3 by mailing a check payable to "Woodcreek Property Owners Association of Hays County, Inc." to WPOA's contact for notice under Section 3.1, below. If County has expended more than the original estimated costs cited in Section 1.1, then the overage costs shall be considered general County road maintenance pursuant to Section 2.4, below.
- 2.3 *Partial Return of Monies if County Rejects Offer.* If Developer or WPOA offers dedication pursuant to Section 1.3, above, and is rejected by County, then County, Developer, and WPOA shall reassess the estimated costs of repair and improvements for the remaining roadways being dedicated under this MOU. Within a reasonable time after

reassessment, County shall pay to WPOA the difference between the reassessed costs and the original estimated costs cited in Section 1.1, above.

- 2.4** *County Maintenance After Completion of the Work.* After completion of the Work, County shall maintain the roadways and ROW in accordance with its normal practices for maintenance of County roadways and ROW.
- 2.5** *Future Dedications of Roadway.* The Parties agree to cooperate in the future to facilitate the dedication of additional roadway and ROW in Woodcreek North pursuant to the terms of this MOU. The Parties agree to accomplish any mutually agreed dedications by an amendment to this MOU specifying the amount to be paid by WPOA or Developer pursuant to Section 1.1 and describing the roadways and ROW to be dedicated. Said amendment(s) to this MOU are binding and enforceable if in writing and signed by the persons identified in paragraph 3.1 below or their designated successor(s).

ARTICLE III. MISCELLANEOUS.

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

For County: Jerry Borcharding, County Engineer (or successor)
2171 Yarrington Road
San Marcos, Texas 78666
512.738.2080
jerry@co.hays.tx.us

For Developer: Winton Porterfield
2500 FM 2325
Wimberley, TX 78676
512.842.2900
winton@austin.rr.com

For WPOA: Jim Westbrook, WPOA Roads Manager (or successor)
109 Woodacre Drive
Wimberley, TX 78676

- 3.2** *Compliance with Laws.* Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this MOU and/or applicable to the parties performing the terms and conditions of this MOU.
- 3.3** *Termination.* If either Party identifies a breach of the terms and conditions of this MOU by the other Party, the non-breaching Party shall provide Notice of said breach to the breaching Party. Breaching Party shall be given sixty (60) days to cure said breach. If breaching Party has not cured the default within sixty (60) days of receiving Notice of

breach, the non-breaching Party shall have a right to terminate this MOU by providing written Notice of termination to the breaching Party.

- 3.4 *Survival.* Notwithstanding any termination of this MOU, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2.1, 2.2, 2.4, and 2.5.
- 3.5 *Force Majeure.* Either of the parties to this agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this MOU, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.
- 3.6 *Severability.* If any Section or provision of this MOU is held to be invalid or void, the other Sections and provisions of this MOU shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this MOU shall be construed so that they are as consistent with the parties' intent as possible.
- 3.7 *Multiple Counterparts.* This MOU may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 3.8 *Section Headings; Exhibits.* The Section and Subsection headings used herein shall not enter in the interpretation hereof. The Exhibit(s) that may be referred to herein and may be attached hereto are incorporated herein to the same extent as if set forth in full herein.
- 3.9 *Waiver by Party.* Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this MOU of any covenant, term, condition, agreement, right, or duty that arises under this MOU shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this MOU.
- 3.10 *Governing Law and Venue.* THIS MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this MOU will be brought in Hays County, Texas.
- 3.11 *Assignment.* No party to this MOU may assign its duties, rights, and/or obligations under this MOU, in whole or in part, without the other party's prior written consent thereto, except when assigned pursuant to validly adopted deed restrictions creating a new POA or to another governmental entity (i.e., a city) .
- 3.12 *Binding Effect.* Subject to any provisions hereof restricting assignment, this MOU shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

3.13 *Entire Agreement; Amendment.* This MOU (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. There are no third party beneficiaries to this MOU.

3.14 *Incorporation by Reference.* Each Attachment and/or Exhibit referenced in this MOU, whether it be attached to this MOU at the time its execution or, by agreement, attached at a later date, is hereby incorporated by reference for all purposes.

The Parties to this Memorandum of Understanding Regarding the Dedication of Roadways and Right-of-Way (ROW) in the Woodcreek North Subdivision hereby agree to the terms and conditions cited above, as is evidenced by their authorized signatures below.

COUNTY:

Developer:

Elizabeth "Liz" Sumter
111 E. San Antonio
San Marcos, Texas 78666

Date

By: Winton Porterfield
2500 FM 2325
Wimberley, TX 78676

Date

WPOA:

Attest:

Linda Fritsche
Hays County Clerk

By: Jim Westbrook
WPOA Roads Manager
109 Woodacre Drive
Wimberley, TX 78676

Date

EXHIBIT A

DESCRIPTION OF PROPERTY

Valley Springs Road (Developer quitclaim, except for portion in Section 16) (WPOA Quitclaim for portions in Section 16)

Valley Springs Road from Peace Pipe to approximately 313' past Wedge Circle per Final Plat of Woodcreek Section 16 Volume 2 page 11A-11B, recorded on March 20, 1978. Valley Springs Road (platted as Long Bow Drive) from approximately 313' past Wedge Circle to Creek Side Drive per Final Plat of Woodcreek Section 9B Volume 1 page 202 recorded on January 8, 1973. Valley Springs Road (platted as Long Bow Drive) from Creek Side Drive and Arrow Point Circle to Wildwood Circle per the Final Plat of Woodcreek Section 11 Volume 1 page 234 recorded on July 26, 1973. Valley Springs Drive (platted as Long Bow Road) from Wildwood Circle to approximately 150' past Basswood Circle per Final Plat of Woodcreek Section 20 Volume 1 Pages 291-292, recorded on March 25, 1974. Valley Springs Road from 150' past Basswood Circle to Serenade Circle per the final plat of Section 19 Book 1 page 289 - 290, recorded on March 26, 1974.

Saddle Rock Ridge (Developer Quitclaim)

Saddle Rock Ridge from Woodacre Drive to Falling Leaf Lane per Final Plat of Woodcreek Section 15 Volume 1 page 294, recorded on August 19, 1974.

Woodacre Drive (Developer Quitclaim)

Woodacre Drive from Jacobs Well Road to County Place Drive per Woodcreek Section 18 Volume 1 page 295, recorded on August 19, 1974. Woodacre Drive from Country Place Drive to Saddle Rock Ridge per Woodcreek Section 21 Volume 1 page 296, recorded on August 19, 1974. Woodacre Drive from Saddle Rock Ridge to approximately 125' before Deer Ridge Road to per Final Plat of Woodcreek Section 9A, Book 1 pages 199-200, recorded on January 9, 1973.

Pleasant Valley (Developer Quitclaim)

Pleasant Valley from Jacob's Well Road to Woodacre Drive per Final Plat of Woodcreek Section 22 recorded on January 21, 1977. Pleasant Valley Road from Woodacre Drive to Crazy Cross Road per Final Plat of Woodcreek Section 9A, Book 1 pages 199-200, recorded on January 9, 1973.

Crazy Cross Road (Developer Quitclaim)

Crazy Cross Road from Valley Springs Road (aka Long Bow Road) to Rock Hollow Circle per Final Plat of Woodcreek Section 20 as recorded in Book 1 Page 291-292, on March 25, 1974. Crazy Cross Road from Rock Hollow Circle to Long Bow Lane per Final Plat of Woodcreek Section 11 as recorded in Book 1 Page 234. Crazy Cross Road from Long Bow Lane to Pleasant Valley Road per Final Plat of Woodcreek Section 9B as recorded in Book 1, page 201, on January 8, 1973. Crazy Cross Road per Final Plat of Woodcreek Section 9A as recorded in Book 1 pages 199-200, on January 9, 1973.

Flaming Cliff Road (Developer Quitclaim)

Flaming Cliff Road from Valley Springs Road (aka Long Bow Drive) to Whispering Valley Drive (Round Bluff Circle) per Final Plat of Woodcreek Section 9B recorded in Book 1 page 201-202 on January 9, 1973. Flaming Cliff Road from Round Bluff Circle to Whispering Valley Drive per Final Plat of Woodcreek Section 10 recorded in Book 1 Page 233 on July 26, 1973.

Whispering Valley Drive (Developer Quitclaim)

Whispering Valley Drive (aka Round Bluff Circle) from Flaming Cliff to Flaming Cliff per Final Plat of Woodcreek Section 9B recorded in Book 1 page 201-202 on January 9, 1973.

Long Bow Lane (Developer Quitclaim)

Long Bow Lane as recorded per the Final Plat of Woodcreek Section 11 Volume 1 page 234 recorded on July 26, 1973. Long Bow Lane from Valley Springs Drive (aka Long Bow Drive) to Crooked Arrow Court per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973. Long Bow Court from Crooked Arrow Court to Crazy Cross Road per the Final Plat of Woodcreek Section 9B as recorded in Book 1, page 201, on January 8, 1973.

Old Mine Court (Developer Quitclaim)

Old Mine Court per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973.

Sunset Circle (Developer Quitclaim)

Sunset Circle per the Final Plat of Woodcreek Section 11 as recorded in Book 1 page 234, on July 26, 1973.

Crooked Arrow Court (Developer Quitclaim)

Crooked Arrow Court per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973.

Quiver Court (Developer Quitclaim)

Quiver Court per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973.

Button Bush Court (Developer Quitclaim)

Button Bush Court per the Final Plat of Woodcreek Section 9B as recorded in Book 1 page 201, on January 8, 1973.

Iron Woods Lane (Developer Quitclaim)

Iron Woods Lane from Valley Springs Road (aka Long Bow Drive) to Whispering Valley Drive (aka Round Bluff Circle) per Final Plat of Woodcreek Section 9B recorded in Book 1 page 201-202 on January 9, 1973.

Creekside Drive (Developer Quitclaim)

Creekside Drive from Valley Springs Road (aka Long Bow Drive) to Crazy Cross Road per Final Plat of Woodcreek Section 9B recorded in Book 1 page 201-202 on January 9, 1973.

Sprucewood Drive (Developer Quitclaim)

Sprucewood Drive from Crazy Cross Road to the cul-de-sac past Tanglewood Trail per Final Plat of Woodcreek Section 20 recorded in Book 1 page 291-292 March 25, 1974.

Indian Princess (Developer Quitclaim)

Indian Princess from Long Bow Lane to Crazy Cross Road per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973.

Whistling Winds Lane (Developer Quitclaim)

Whistling Winds Lane from Long Bow Lane to Creek Side Drive per the Replat of part of Woodcreek Section 9B as recorded in Book 1 page 219-220, on June 11, 1973.

Wide Canyon Drive (Developer Quitclaim)

Wide Canyon Drive from Valley Springs Road to Valley Springs Road per the Final Plat of Woodcreek Section 19 as recorded in Book 1 page 289 - 290, on March 26, 1974. Wide Canyon Drive as per the Final Plat of Woodcreek Section 12 as recorded in Book 1 page 245, on August 27, 1973.

Sonata Circle (Developer Quitclaim)

Sonata Circle per the Final Plat of Woodcreek Section 19 as recorded in Book 1 page 289 - 290, on March 26, 1974.

Serenade Circle (Developer Quitclaim)

Serenade Circle per the Final Plat of Woodcreek Section 19 as recorded in Book 1 page 289 - 290, on March 26, 1974.

Twilight Terrace (Developer Quitclaim)

Twilight Terrace per the Final Plat of Woodcreek Section 19 as recorded in Book 1 page 289 - 290, on March 26, 1974.

Honeysuckle Lane (platted as Cripple Creek Court) (WPOA Quitclaim)

Honeysuckle Lane (platted as Cripple Creek Court) per the Final Plat of Woodcreek Section 12 as recorded in Book 1 page 245, on August 27, 1973.

Caliche Court (WPOA Quitclaim)

Caliche Court per the Final Plat of Woodcreek Section 13 and 14 as recorded in Book 1 page 261-262, on December 20, 1973.

Wood Glen Drive (Developer Quitclaim)

Wood Glen Drive per the Final Plat of Woodcreek Section 22 as recorded in Volume 1 page 341, on January 21, 1977.

Rambling Creek Circle (WPOA Quitclaim)

Rambling Creek Circle per the Final Plat of Woodcreek Section 22 as recorded in Volume 1 page 341, on January 21, 1977.

Mossy Oaks Lane (Developer Quitclaim)

Mossy Oaks Lane per the Final Plat of Woodcreek Section 15 as recorded in Volume 1 page 294, on August 19, 1974.

Cedarwood Circle (Developer Quitclaim)

Cedarwood Circle per the Final Plat of Woodcreek Section 20 as recorded in Book 1 page 291-292, on March 25, 1974.

Spicewood Circle (Developer Quitclaim)

Spicewood Circle per the Final Plat of Woodcreek Section 20 as recorded in Book 1 page 291-292, on March 25, 1974.

Woodcreek Drive (Developer Quitclaim)

Woodcreek Drive from RM 2325 to El Camino Real per Final Plat of Woodcreek Section 1 as recorded in Volume 1, Page 135 on July 11, 1949. Woodcreek Drive (aka El Camino Real) from El Camino Real to Presido Road per the Final Plat of Eagle Rock Heights Section 1 as recorded in Volume 168, Page 30 on May 3, 1956. Woodcreek Drive (aka El

Camino Real) from Presido Road to Chisolm Trail per the Final Plat of Eagle Rock Ranchitos Section 2 as recorded in Volume 144, page 167 on July 11, 1949.

EXHIBIT B

MAP OF PROPERTY

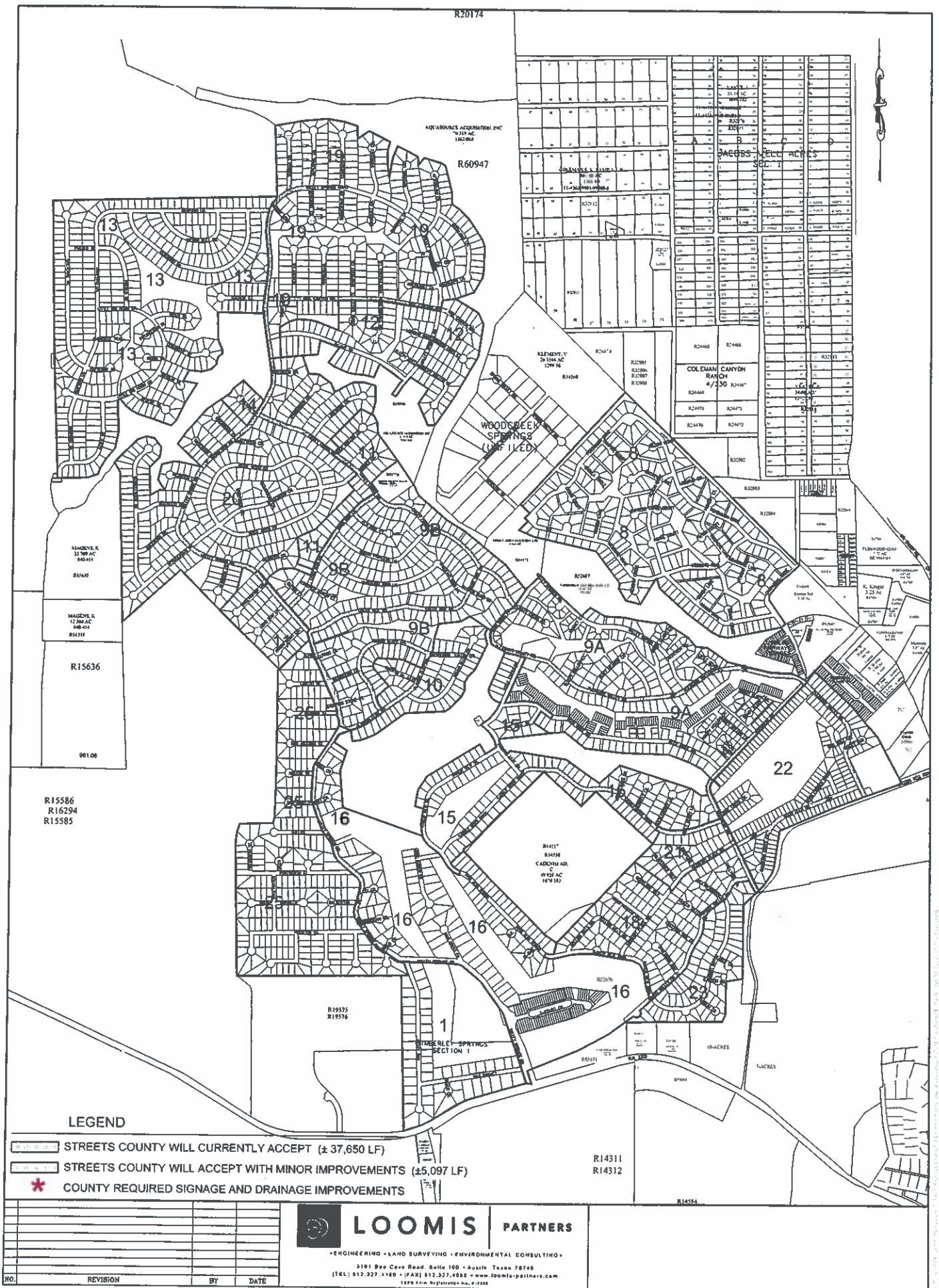


EXHIBIT C
ESTIMATED COST

02/15/10 Revised

Estimated Cost of Repairs to Woodcreek North Roads In Anticipation of Their Acceptance Into the County Maintenance System (Revised):

Repair/Replace Substandard Signage:	\$380
Minor Shoulder Repairs Required:	\$2,600
Utility Cut Repairs:	\$2,200
Minor brush cutting needed	Site Distance concerns resolved
Low Water Crossing Widening	\$12,000
Chipseal over shoulder/utility repairs	\$18,000
Total Cost	\$37,470 (worse case)

EXHIBIT D
SPECIAL WARRANTY DEED

ROADWAY DONATION AND DEDICATION DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That [Wimberley Springs Partners, Ltd., a Texas limited partnership] [Woodcreek Property Owners Association of Hays County, Inc., a Texas corporation] ("**Grantor**"), as a part of a gift and donation to the benefit of the public and Grantor's desire to dedicate to public use certain roadways and rights-of-way owned by Grantor, has this day DEDICATED AND DONATED, and by these presents does hereby DEDICATE and DONATE and make a gift unto Hays County, Texas, a political subdivision of the State of Texas ("**Grantee**"), for public roadway purposes, the following described property, to-wit (the "**Property**"):

All of that certain tract of land, lying and being situated in the County of Hays, State of Texas, as described further on Exhibit A which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject however to all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; and to all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property. Grantor does hereby bind itself, its successors and assigns to WARRANT AND DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this March __, 2010.

Wimberley Springs Partners, Ltd.

By: **Quicksand Operating, Inc.**, its general partner

By: _____
Winton Porterfield, Vice President

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on March __, 2010 by Winton Porterfield, Vice President of Quicksand Operating, Inc., a Texas corporation and the general partner of Wimberley Springs Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Woodcreek Property Owners Association of Hays County, Inc.

By: _____
Jim Westbrook, WPOA Roads Manager

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on March __, 2010 by Jim Westbrook, Roads Manager of Woodcreek Property Owners Association of Hays County, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT E
QUITCLAIM DEED

ROADWAY DONATION AND DEDICATION QUITCLAIM DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That [Wimberley Springs Partners, Ltd., a Texas limited partnership] [Woodcreek Property Owners Association of Hays County, Inc., a Texas corporation] ("**Grantor**"), as a part of a gift and donation to the benefit of the public and Grantor's desire to dedicate to public use certain roadways and rights-of-way owned by Grantor, has this day DEDICATED AND DONATED, and by these presents does hereby DEDICATE and DONATE and make a gift unto Hays County, Texas, a political subdivision of the State of Texas ("**Grantee**"), for public roadway purposes, the following described property, to-wit (the "**Property**"):

All of that certain tract of land, lying and being situated in the County of Hays, State of Texas, as described further on Exhibit A which is attached hereto and made a part hereof.

For the purposes described above, and other good and valuable consideration, the sufficiency of which hereby is acknowledged, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this March __, 2010.

Wimberley Springs Partners, Ltd.

By: **Quicksand Operating, Inc.**, its general partner

By: _____
Winton Porterfield, Vice President

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on March __, 2010 by Winton Porterfield, Vice President of Quicksand Operating, Inc., a Texas corporation and the general partner of Wimberley Springs Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Woodcreek Property Owners Association of Hays County, Inc.

By: _____
Jim Westbrook, WPOA Roads Manager

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on March __, 2010 by Jim Westbrook, Roads Manager of Woodcreek Property Owners Association of Hays County, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

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 an Engagement Letter with Winstead, PC, for legal counseling services to be coordinated with the Civil Division of the Hays County Criminal District Attorney's Office.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: \$285/hr - \$420/hr

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5441

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Stewart Whitehead from Winstead, P.C. has been involved in a contract dispute between Hays County and PBS&J. Counsel for the Commissioners Court recommends retaining Winstead's legal services for this ongoing dispute/negotiation.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Engagement Letter with Winstead, PC, for legal counseling services to be coordinated with the Civil Division of the Hays County Criminal District Attorney's Office.

PREFERRED MEETING DATE REQUESTED: March 16, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$ 285/hr – 420/hr

LINE ITEM NUMBER:001-645-00.5441

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:N/A

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:_____

February 11, 2010

401 Congress Avenue
Suite 2100
Austin, Texas 78701512.370.2800 OFFICE
512.370.2850 FAX
winstead.comdirect dial: 512.370.2854
swhitehead@winstead.com

The Honorable Liz Sumter
Hays County Judge
Mark D. Kennedy, Esq.
Chief – Civil Division
Hays County Criminal District Attorney's Office
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, TX 78666

Re: Engagement of Winstead PC (the "Firm") by Hays County, Texas ("Hays County," "You," or "you")

Dear Judge Sumter and Mr. Kennedy:

Thank you for engaging the Firm to represent Hays County in its dispute with PBS&J. The Firm is very pleased to undertake this representation. As a matter of Firm policy, it is required that the Firm provide you with this engagement letter in order to set out the specific terms applicable to the representation, including the terms set forth in this letter and the Standard Terms of Engagement for Legal Services ("Standard Terms of Engagement") attached hereto (collectively, the "Engagement Letter"). Please be aware that we may not commence work on your behalf until this letter has been signed and returned by you.

Specifically, the following terms and provisions apply to this engagement:

1. The Firm will charge a reasonable fee for services rendered based upon its standard hourly fees as set forth in the Standard Terms of Engagement. I will be the lawyer primarily responsible for this matter, and my hourly rate for this matter is \$420.00. Elliot Clark and Karl Seelbach will assist me, and their hourly rates are \$385.00 and \$285.00 respectively.
2. In addition to the fee described above, you will be responsible for the Firm's regular charges and expenses incurred in connection with the engagement, as set forth in the Standard Terms of Engagement.
3. The Firm will provide you an invoice for services, expenses and charges on the earlier to occur of the conclusion of this engagement or as soon as possible following the end of each calendar month until such time as this engagement is completed. The Firm will endeavor to deliver these invoices to you on or about the 10th day of the month following the month in which the services were rendered and expenses or charges incurred. Payment of the amount reflected on each invoice is due upon receipt of invoice.

The Honorable Liz Sumter
Mark D. Kennedy, Esq.
February 11, 2010
Page 2

4. You have requested that the scope of this engagement be limited to representing Hays County in its dispute with PBS&J. However, should you desire to enlarge the scope of this engagement in the future, the Firm would be pleased to discuss such additional undertakings with you.

Again, thank you for allowing the Firm to be of service to you in connection with this engagement. If the provisions of this Engagement Letter meet with your approval, please so indicate by signing and returning the original of this letter to me. Please maintain a counterpart of this Engagement Letter for your files.

Sincerely,

WINSTEAD PC

By: _____

G. Stewart Whitehead

AGREED TO AND ACCEPTED:

Liz Sumter
Hays County Judge

Mark D. Kennedy
Chief – Civil Division
Hays County Criminal District
Attorney's Office

Dated: _____

Dated: _____

WINSTEAD PC

Standard Terms of Engagement for Legal Services ("Standard Terms of Engagement")

Introduction

This Standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of Winstead's Representation

The scope of legal services we will provide is described in the accompanying letter. Any questions that you have should be addressed to us immediately.

We will at all times act on your behalf to the best of our ability. Depending upon the scope and requirements of the engagement we may perform certain services in a jurisdiction other than where our lawyers are admitted, and you agree to the performance of these services. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such expressions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to (i.e., if you are a corporation or partnership, affiliates include any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, affiliates includes any members of the trade association).

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

You agree to cooperate fully with us and to promptly provide all material information known or available to you relevant to our representation.

Approach to Providing Services

Customarily, each of our clients is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. You are free to request a change of Client Relationship Attorney at any time.

Subject to the supervisory role of the Client Relationship Attorney, the work or parts of it may be performed by other lawyers and support personnel in the firm. Such delegation may be for the purpose of involving lawyers or support personnel with special experience in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and support personnel who work on your matters. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call our Chief Executive Officer at (214) 745-5400, or our Executive Director, at (214) 745-5400.

Establishment of Fee Structure

In determining the amount to be charged for the legal services we provide to you, we will consider:

1. The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services properly;
2. The fees customarily charged in the community for similar services and the value of the services to you;
3. The likelihood that our representation will preclude other employment by the firm;
4. The amount of money or value of property involved and the results obtained;
5. The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
6. The nature and longevity of our professional relationship with you; and
7. The experience, reputation and ability of the lawyers performing the services.

Among these factors, the time and effort required are typically weighed most heavily. We will keep contemporaneous records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers and support personnel have an important bearing on the fees we charge.

Attorneys	\$300 - \$915/hour
Paralegals	\$110 - \$320/hour

These rates are adjusted periodically, typically on an annual basis, to reflect current levels of experience, changes in overhead costs, and other factors. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If requested, we will endeavor to furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not, unless otherwise agreed, a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client.

In undertaking representation of a client on a contingent fee basis, any such contingent fee arrangement must be reflected in a written contingent fee agreement.

Potential Conflicts

You should be aware that we represent many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar circumstances with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

You agree that our representation of you in this matter does not give rise to an attorney-client relationship between us and any of your affiliates, unless specifically set forth herein. You also agree that during the course of our representation of you, we will not be given any confidential information regarding any of your affiliates unless you believe it necessary to do so. In such circumstances, you agree to identify such information as being confidential and discuss your reasons for revealing it with us prior to disclosing the information. Accordingly, in most instances, representation of you in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of your affiliates.

Additional Services We Provide

We are a progressive business law firm. As such, we frequently offer business services, many at no charge, that provide significant value to our clients and friends. For example, we produce a variety of advisories that offer timely insights and legislative updates on a variety of issues. These issues range from land use, real estate, environmental, labor and employment, to tax, intellectual property and other matters from time to time. We conduct seminars on a variety of topics at various locations, including the offices of our clients. Information received through these advisories and seminars are not to be considered as legal advice for any particular legal matter. We can provide our clients with networking opportunities with bankers, accountants and other community and business leaders. We conduct interviews to gain feedback from our clients on services we provide. We share information about community non-profit organizations and opportunities for community involvement. We have internal resources to provide in-depth marketing, financial and business research. We make our offices available for business meetings and video conferences. We are continually exploring ways to better serve our clients and we value your input.

Services We Expressly Do Not Provide to You

Members of our law firm, whether attorneys, paralegals, or other persons employed by the firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies at the federal, state, county, municipal, or local level. Such service could include, but is not limited to, service in the United States Congress, the Texas Legislature, as a board member of a State of Texas agency, board, or commission or the executive branch of state government, as a county commissioner, mayor, city council member, alderman, as a member of a planning and/or zoning board in charge of land use and entitlement issues, or a board of adjustment or variance. Members of our law firm must discharge those duties without regard to their employment or association with the firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the firm by virtue of your engagement of the firm in any capacity, including the actual lobbying of any such governmental body or agency. Accordingly, you acknowledge and confirm that this engagement of the firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of such persons in elected or appointed positions.

You also understand that in the course of such public service these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your actual or perceived business interests and you acknowledge that such events are not conflicts of interest or ethical violations of the firm's duties to you as a client. You further acknowledge that in the course of the firm's engagement by other clients expressly for lobbying any governmental body at the federal, state, county, or municipal level we could be

advocating positions or attempting to achieve outcomes or results for such clients that could adversely affect you or your industry (often without our knowledge) and your engagement of the law firm for the legal services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken to represent in any lobbying role or engagement or any duty to explore with you those issues of interest to you or your industry, that if taken or advocated by us on behalf of our lobby clients, would be detrimental to you or your industry.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for fees, disbursements and charges. You agree to make payment upon receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursements and Charges

Typically, we will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, computerized research services, and the use of our facsimile, laser printing, and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the services is difficult to establish. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the firm. The current costs for some typical additional services are as follows:

Standard Duplication	\$.18/page*
Facsimile	\$1.00/page*
Messenger,	
Postage, Computer	
Assisted Research	At cost**
Long Distance Telephone	At cost**

*These charges represent our best estimate of our actual direct cost incurred for material, manpower, and equipment usage. Oversized and other unusual duplication may be charged at a higher rate.

**Cost is determined using standard rate scales of the vendors of these products.

In addition, we generally will disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. When disbursements are significant, we often request that you pay the vendor direct. If you would prefer, in some situations we can arrange for ancillary services to be provided by third-parties with direct billing to you. Fees and expenses of others, such as governmental verification, lien searches, consultants, appraisers and local counsel, are required to be paid directly by you unless agreed otherwise.

Retainer and Clients' Funds

In accordance with Firm policy, we have asked you as a new client to provide a retainer deposit, and the engagement letter for a new client and/or client matter will state the amount of the retainer and any special agreement regarding the retainer. By providing a retainer, you grant us a security interest in the retainer deposit. Typically, the retainer is equal to the fees and costs likely to be incurred during a two-month period of anticipated peak activity on your behalf. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services, and you will be expected to pay our bills immediately as provided above. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or any appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges on at least a two-month basis, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. The name and address of the financial institution holding your funds will be provided to you upon your request.

If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, the deposit may, at your request, be placed in a segregated account (or other form of investment approved by you) provided that you supply us with a tax identification number and other necessary information. Interest earned on the segregated

clients' funds account will be added to the deposit for your benefit and will be included in your taxable income.

When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Questions About Your Bill

If you disagree with the amount of our fee, please take up the question with the Client Relationship Attorney or with our Chief Executive Officer or Executive Director. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality.

Manner of Communication.

You should be aware that we customarily communicate with our clients by letter, telephone (including, digital, analog, satellite or other portable telephones), fax and e-mail (including, wireless e-mail). All of these modes of communication are susceptible of being intercepted. Such interception, even though unauthorized and perhaps illegal, could potentially result in the loss (under certain circumstances) of the attorney/client privilege. By executing this engagement letter, you will be deemed to have acknowledged your awareness of that risk and to have consented to our use of such means of communication unless you otherwise instruct us in writing.

Ending Your Relationship with Us

You may terminate our representation at any time, with or without cause, by notifying us. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests with respect to the scope of our representation. If permission for withdrawal is required by court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expenses and charges unless a court orders otherwise. We will retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us five years after the termination of the engagement.

You are engaging us to provide legal services in connection with an agreed upon scope of representation. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the closing to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.

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: Declare an Emergency and amend the Budget to provide additional funds for Contract Inmate Detention for the Jail

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

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

PREFERRED MEETING DATE REQUESTED: *MARCH* 16, 2010

AMOUNT REQUIRED: \$300,000.

LINE ITEM NUMBER OF FUNDS REQUIRED: \$300,000 to 001-618-00.5361

REQUESTED BY: Brad Robinson/Auditor's Office

SPONSORED BY: Sumter

SUMMARY:

Due to the State mandate, Hays Co. has moved additional inmates per our contract at various times in order to continue the construction/repairs at the Jail. We have expended the year's budget @ 4 months, and between the Jail staff and Auditor's Office, we are recommending an additional amount of \$300,000 be approved to Contract Inmate Detention from reserves.

Agenda Item Routing Form

DESCRIPTION OF Item: Declare a Emergency and amend the budget to provide additional funds for Contract Inmate Detention for the Jail.

PREFERRED MEETING DATE REQUESTED: March 16, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$300,000.00

LINE ITEM NUMBER: 300,000.00 to 001618-00.5361

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:N/A

COMMENTS: This will allow the Court to transfer funds from reserves to pay for detention services

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: _____

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 official Hays County comments to US Environmental Protection Agency on the proposed new National Ambient Air Quality Standard.

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Attached are our final comments to EPA for court's consideration, input or approval.

Deadline for responding to EPA on this issue is March 22, 2010.

DRAFT: For Adoptoin 3-16-10
Hays County Comments to U.S. Environmental Protection Agency on Revisions to
National Ambient Air Quality Standards for Ground-level Ozone

Hays County, one of 254 counties in Texas, appreciates this opportunity to comment on EPA's proposed revisions to national ambient air quality standards..

Background

Hays County, Texas is one of five counties within the Austin-Round Rock Metropolitan Statistical Area (MSA). The U.S. Census Bureau estimated 2008 population of the MSA as 1,652,602 people—the fourth largest MSA in Texas. Similarly, the 2008 population estimate for Hays County was 149,476 people, representing a staggering 53 percent population growth between 2000 and 2008. Clearly, this relatively small, predominantly rural county has woken up to its potential, its challenges and its place as a regional partner in the Central Texas growth explosion

Voluntary Actions & Planning for Alternative Transportation

Hays County understands its responsibilities as a regional partner when it comes to air quality. Hays County is a member of the Central Texas Clean Air Coalition, holds an executive committee and board seat on the Clean Air Force of Central Texas, and is active as a Clean Air Partner in the region. Further, our county is a signatory for several regional agreements to voluntarily reduce harmful air emissions in the MSA. The region's efforts have been primarily focused on reduction of mobile source emissions. In 2008 Hays County citizens passed a \$209 million road bond to address mobility and safety on state and federal roadways, as well as county thoroughfares. Members of the Hays County Commissioners Court are active on regional rail and transit planning boards. Hays County continues to promote air quality awareness among its citizens, businesses and municipal partners, while setting clear standards for action among its employees. We are committed to work as a regional partner to improve public health and the environment through transportation planning and setting protective air quality goals.

A Protective Ozone Standard is Appropriate

Hays County commends the USEPA commitment to further protect public health and the quality of ecosystems and agricultural production. While we do not have the staff or resources to assess health impacts of different ozone levels, we do depend on EPA health experts to base air quality standards on solid science. According to EPA's Clean Air Scientific Advisory Committee, a primary standard of 70ppb meets the requirements of the federal Clean Air Act for protection of public health with an adequate margin of safety, and Hays County supports setting a revised standard at that number. We understand this is the top end of the proposed range, and we encourage EPA to continue research on the health effects of ground level ozone for use in future NAAQS decision-making.

Impacts from Outside the MSA

While this MSA has worked hard and cooperatively to meet the current federal air quality standard, we recognize part of the problem is not generated here. Monitoring data and research have shown that our MSA is adversely affected by both interstate and intrastate transport from sources beyond the control of jurisdictions with the MSA. Upwind point source emissions have been documented to contribute 5 to 20 ppb ozone to the MSA. This situation will make it unlikely that the MSA will be able to demonstrate attainment of a more stringent standard without additional controls or consideration given to transported emissions. To wit, the following implementation recommendations are made:

1. Attainment dates should be determined in recognition of the time needed for implementation and for achievement of maximum emissions reductions due to federal mobile source engine standards, federal controls on stationary sources such as Clean Air Interstate Rules (CAIR), as well as, State and local State Implementation Plan (SIP) rules on upwind urban areas of influence.

2. It will be extremely difficult for our MSA to meet a standard of 60–65 ppb in the near term. An unrealistic expectation may discourage voluntary or even regulatory solutions. We encourage the EPA to phase-in incremental emission reductions and use flexibility in establishing interim targets.
3. Both federal and state permitting rules need to require an evaluation of downwind ozone impacts. The rules and policies should require a denial or modification of the permit application if contributions to ozone levels cannot be sufficiently minimized or mitigated to avoid adverse health impacts or violations of the NAAQS in the affected region or downwind area.

More Stringent Vehicle Engine and Fuel Standards

We strongly encourage the EPA to continue establishing standards for vehicle engine emissions, engine fuel efficiency, and gasoline and diesel fuel that provide greater reductions in nitrogen oxides and volatile organic carbon emissions. Cleaner engines and fuel are critically important in a MSA where 78 percent of nitrogen oxides originate from mobile sources.

Alternative to a Metropolitan Area Designation

As stated previously, the Austin-Round Rock MSA is comprised of five counties, however the populations of each vary greatly. With 78 percent of nitrogen oxide emissions coming from mobile sources within the MSA, as determined by the State of Texas, population percentages among counties should be considered when determining a non-attainment designation within the region. We urge EPA to consider the populations of each county according to 2008 U.S. Census data: Travis (998,543), Williamson (394,193), Hays (149,476), Bastrop (73,491) and Caldwell (36,899). A non-attainment designation for the smaller counties would be not only costly, but would be a serious impedance to timely infrastructure development, job creation, economic health and prospects for future growth. Granted, there is significant commuting among the five counties for work, school and play. Therefore we submit some limited requirements or consequences for less populated counties might be considered in lieu of an across-the-board non-attainment designation. Hays County is desirous and committed to being a regional partner in controlling emissions and implementing successful voluntary strategies to stay within or return to an attainment status for the entire MSA.

Voluntary Compliance Efforts

The Austin-Round Rock MSA is a prime example of a successful Early Action Compact model. The MSA has an exemplary record of developing and implementing successful voluntary emission reduction initiatives. We request EPA continue the successful EAC model for our MSA. Recent leadership in Hays County, in tandem with voluntary and enthusiastic cooperation from our sole cement production plant, has intentionally stepped up voluntary efforts to control emissions and make clean air in our region a priority. As in the EAC, the traditional nonattainment process could be required if the voluntary efforts are not successful, with no delays in the traditional nonattainment process.

Increase Accuracy of Monitoring Data

Under the proposed standards, and error range of +/- 5 ppb is simply not acceptable. We urge the EPA to include a higher standard of quality assurance with regard to calibration, maintenance and testing of the data gathering equipment. Based on the health effects documentation of the USEPA presented with the proposed standards, the costly consequences of nonattainment, and the proximity of this area's ozone concentrations to the standard, it is crucial to more accurately measure air quality conditions.

Compliance with the Secondary Ozone Standard

As a county where farms, ranches and natural areas make up more than 65 percent of our land use, Hays strongly supports the EPA goal to protect ecosystems and agricultural crops with a secondary ozone standard. Our county is becoming recognized for a burgeoning agri-tourism industry and a farm-to-table cottage industry. In 2007 Hays County voters approved a \$30 million parks, habitat and open space bond. Since that time we have invested in local parks and sports fields for our young citizens, as well as preserved

several thousand acres of undeveloped land. Additionally, our county has just completed a Regional Habitat Conservation Plan —now awaiting sign off from USFWD.

We urge EPA to set the secondary NAAQS for ozone at the upper end of the recommended range, 15 ppm-hours. This level we believe will protect the public health and our environment.

Thank you.

Hays County Commissioners Court

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: Discussion and possible action to consider a variance from Chapter 721, Subchapter 5 of the current Hays County Development Regulations for the potential Hall Estates Subdivision.

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

Background: The Hall Estates Subdivision is a proposed division of 18.4 acres of land located off of RR 12 two miles south of the intersection with FM 150 in Precinct 4. If approved the division will result in 4 newly platted lots, served by a public surface water source and individual OSSFs. The developer wishes to use an existing driveway for access to each new lot. Three of the new lots will not have direct access to an existing roadway. Current Hays County development regulations allow for up to 3 lots not having direct access to a regulated roadway as long as the lots are at least 5 acres in size, limited to one single family residence per lot, and prohibited from further division and TCEQ regulated development.

The lots in Hall Estates Subdivision will meet all requirements except the 5 acre minimum lot size and spacing from neighboring driveways. The developer seeks a variance from the Shared Access Driveway standards in section 5 of Chapter 721 in the current development regulations. Specifically, the lots average 4.4 acres in size and proposed shared access driveway is located fewer than 200 feet from the nearest neighboring driveway. TXDOT has approved the location of the shared drive and configuration of the lots in the proposed subdivision.

In order to meet our regulations as written, the developer would be required to build a roadway meeting Hays County Construction standards.

THE RIPPY ENGINEERING & SURVEYING CO., INC.

(PHONE) 288-8976

(FAX) 288-2001

10600 KIT CARSON DRIVE
AUSTIN, TEXAS 78737
crippyl@austin.rr.com

Monday, January 25, 2010

Referenced Owner: R.B. Hall and Helen Anita Hall
P O BOX 558
DRIPPING SPRINGS, TX 78620-0558
512-894-3736

Referenced Property: 18.385 acres, the remaining portion of the tracts of record in Document No. 9908792 and 9908989, 92.93 of the Hays County, Texas Deed Records. Located on R.R. 12 0.40 miles north of the intersection of Mount Gaynor Road Hays County Road No. 194 at 24600 RR 12 Dripping Springs, Tx 78620 (Hays County Property ID R13381, R13384, R13382)

ENR (NORTH HAYS CO ES DIST #1)
FNW (HAYS CO ES DIST #6)
GHA (HAYS COUNTY)
RSP (SPECIAL ROAD)
SDS (DRIPPING SPRINGS ISD)

Commissioners Court of Hays County, Texas

This letter is requesting variances from the provisions of the Hays County Development Regulations Adopted Version – August 18, 2009 as listed below.

- 1)
CHAPTER 705 - SUBDIVISION AND PLATTING OF PROPERTY
Sub-Chapter 5 - General Requirements for Subdivisions
§5.05. Lot Size Requirements

Variance requesting the Lot Size Statistics listed below to be permitted for this proposed subdivision plat.

LOT 1	2.533 AC
LOT 2	2.180 AC
LOT 3	2.325 AC
LOT 4	11.347 AC

TOTAL	18.385 AC
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Private
Road -0.829 AC
Easement

Average Lot Size 17.556 AC/4=4.389 acres

- 2)
CHAPTER 721 - ROADWAY STANDARDS
Sub-Chapter 5 - Standards for Regulated Roadways
§5.07. Shared Access Driveways

Please find the proposed plat notes on the face of the attached Plat

No Future Resubdivision is permitted without access to another public Road other than RR 12.

(1) All lots are served by a Shared Access Driveway and are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence.

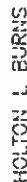
(2) The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.

No commercial Activity is permitted on any lot in this subdivision.

Thank you for your consideration of these matter.

Rippy Engineering and Surveying Co.

18.385 ACRES



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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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 claims by Jeanne Schafer and Christopher Ybarra.

Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

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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 claims by James Skipton.

Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

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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 Hays County's architectural services contract with PBS&J.

Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Summary to be provided in Executive Session.

Hays County Commissioners' Court

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

AGENDA ITEM: Executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding acquisition of properties related to Right of Way and roadways to county road projects. Action may follow in open Court.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
PREFERRED MEETING DATE REQUESTED:			
AMOUNT REQUIRED:			
LINE ITEM NUMBER OF FUNDS REQUIRED:			
REQUESTED BY: Borcharding			
SPONSORED BY: Ingalsbe			
SUMMARY: This discussion centers around setting policy for the procedures used to acquire small parcels of additional ROW incidental to County road projects.			

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: Executive Session pursuant to 551.074 of the Texas Government Code to discuss personnel matters and to deliberate the evaluation of Director of Resources, Protection, Transportation and Planning Department. Possible action may follow in open court.

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

PREFERRED MEETING DATE REQUESTED: March 16, 2010

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

