

**Commissioners Court -October 11, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **11th day of October, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag

ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	3-4	Proclamation declaring October 2011 as Breast Cancer Awareness Month. INGALSBE
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. HERZOG
3	6-10	Approve Commissioners Court Minutes of October 4, 2011. COBB/GONZALEZ
4	11-13	Accept a donation from the Wimberley VFW Post 6441 to the Hays County Constable Office, Precinct 3 in the amount of \$1,000 and amend the budget accordingly. CONLEY/AYERS
5	14-16	Accept donations for the Historical Jail Restoration Project and amend the FY2012 budget for use of those funds for direct expenses related to the project. COBB/JOHNSON
6	17-18	Approve renewal of Bid #2010-B18 Concrete Contractor with Myers Concrete Construction for one (1) additional year as provided for in the original bid. COBB

ACTION ITEMS

SUBDIVISIONS

7	19-21	11-4-33 Revised Plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A (2 lots). Discussion and possible action to consider cancelling a portion of Lot 4 Madrone Ranch Section II-A and establishing lot 3-A Madrone Ranch Section 1 and lot 4-A Madrone Ranch Section II-A; approve preliminary plan of Revised Plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A; call for public hearing November 8, 2011. WHISENANT/BOTKIN
8	22-23	11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (5 lots). Discussion and possible action to approve preliminary plan; call for public hearing November 8, 2011. WHISENANT/BOTKIN

MISCELLANEOUS

9	24-31	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between the City of Austin, the City of San Marcos Police Department (SMPD) and Hays County for Forensic Lab Services. COBB/CUTLER/TIBBE/KENNEDY
10	32-36	Discussion and possible action to adopt a resolution nominating Luanne Caraway as a candidate for the Central Appraisal District Board of Directors. COBB
11	37-43	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with the City of Dripping Springs regarding participation in a watershed study associated with the Hays County Lower Colorado River Basin study. WHISENANT/HAUFF
12	44-52	Discussion and possible action to accept a grant award from the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM) for the FY2011 Emergency Management Performance Grant in the amount of \$25,300.00. COBB/HAUFF
13	53-54	Discussion and possible action regarding additional supervisor's licenses and time clocks for the electronic timekeeping system, and provide an update on implementation of the system. COBB/TUTTLE

14	55-57	Discussion and possible action to authorize a commercial OSSF Permit at 2560 S Loop 4, in Precinct 2; consider a variance from section 10-M1(B) of the Hays County Rules for On-Site Sewage Facilities. JONES/GARZA
15	58-61	Discussion and possible action approve the execution of Work Authorization 13 to the Agreement dated September 2, 2008 between Hays County, Texas and Klotz Associates, Inc. for drainage study and design work around the Leisurewoods, Shady Grove and OxBow Trails Subdivisions in Hays County Precinct 2. JONES
16	62-65	Discussion and possible action to approve appointments to the Citizen's Committee for the Hays County Transportation Plan. COBB/WHISENANT
17	66	Discussion and possible action regarding the county-wide freeze on hiring, promotions, and/or transfers into vacant positions without Commissioners Court approval. COBB
18	67-95	Discussion and Possible Action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of San Marcos relating to Tax Increment Reinvestment Zone No. 4. CONLEY/KENNEDY

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.

19	96	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on Ranch Road 12. Possible action to follow in open court. CONLEY
20	97	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition on or near McGregor Lane in Precinct 4. Possible action may follow in open Court. WHISENANT
21	98	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on RM 1826. Possible action to follow in open court. WHISENANT

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

22	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
23	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
24	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
25	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 7th day of October, 2011

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

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:

Proclamation declaring the month of October 2011 Breast Cancer Awareness Month.

CHECK ONE:

CONSENT

☐

ACTION

☐

EXECUTIVE SESSION

☐

WORKSHOP

☒

PROCLAMATION

☐

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Carole Belver and Priscilla Hargraves

SPONSORED BY: Ingalsbe

SUMMARY:

2011 Breast Cancer Awareness Month Proclamation



2011 Breast Cancer Awareness Month Proclamation

Whereas, breast cancer is the most commonly diagnosed cancer among women in the nation, and is the second leading cause of cancer deaths in Texas and in the United States; and

Whereas, one woman will be diagnosed with breast cancer every three minutes, and one woman will die of breast cancer every 13 minutes in the United States, and every woman is at risk for breast cancer even if she has no family history or other risk factors of the disease; and

Whereas, the American Cancer Society estimates that one in eight women will develop breast cancer during their lifetimes, and in 2011, some 230,480 new cases of invasive breast cancer will be diagnosed and some 39,520 women will die; and

Whereas, the Texas Department of State Health Services estimates that in 2011 more than 15, 669 men and women in the State of Texas will receive a diagnosis of breast cancer, and approximately 2839 will die from the disease; and

Whereas, since the campaign for Breast Cancer Awareness began in 1985, early detection and prompt treatment have significantly reduced suffering and deaths caused by this disease; and timely screening mammograms are recognized as the single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt and could prevent 15 to 30 percent of all deaths from breast cancer in women over age 40; and

Whereas, October is designated as National Breast Cancer Awareness Month and the pink ribbon is the internationally recognized symbol of breast cancer awareness, and we celebrate that there are 2.6 million breast cancer survivors in the United States today as a result of increased breast cancer awareness; and

Whereas, the Hays County Personal Health Department, in collaboration with Community Action, Inc. of Central Texas provides clinical breast exams, mammogram screenings, diagnostics, biopsies, and funding for treatment of breast cancer to the uninsured and underinsured women of Hays County through private, city, county, state, and federal funding; and

Now Therefore Be it Resolved that the Hays County Commissioners Court does hereby encourage all women over 40 to have annual mammograms and hereby proclaims October 2011 as Breast Cancer Awareness Month in Hays County.

ADOPTED THIS THE 11TH DAY OF OCTOBER, 2011

Bert Cobb, M.D.
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

Attest:

Liz Gonzales, Hays County Clerk

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Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 10/11/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF OCTOBER 4, 2011.

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 4TH DAY OF OCTOBER A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR
MARK JONES
RAY O. WHISENANT JR
LIZ Q. GONZALEZ

COUNTY JUDGE
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 4
COUNTY CLERK

WITH COMMISSIONER PCT. 1 DEBBIE GONZALES INGALSBE & COMMISSIONER PCT. 3 WILL CONLEY ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Dennis Koger from the Immanuel Baptist Church in Kyle gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

28470 ADOPT A PROCLAMATION FOR THE HAYS COUNTY FOOD BANK RECOGNIZING OCTOBER AS TURKEYS TACKLING HUNGER MONTH

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to adopt a Proclamation for the Hays County Food Bank recognizing October as Turkeys Tackling Hunger month. All present voting "Aye". MOTION PASSED

28471 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of county invoices in the amount of \$3,961,909.93 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

28472 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 27, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Commissioners Court Minutes of September 27, 2011. All present voting "Aye". MOTION PASSED

28473 APPROVE RE-APPOINTMENT OF SCOTT BROWN TO THE ESD #7 BOARD

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve re-appointment of Scott Brown to the ESD #7 Board. All present voting "Aye". MOTION PASSED

28474 APPROVE CORRECTION OF A DEPUTY SLOT POSITION THAT WAS APPROVED FOR HIRE ON SEPTEMBER 20, 2011 FROM SLOT 12 TO SLOT 55

Human Resource Department would like a correction on the approve hiring in the Sheriff's Department. Deputy slot 12 was approved September 20, 2011 which was incorrect. The slot that should have been approved is Deputy slot 55. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve correction of a deputy slot position that was approved for hire on September 20, 2011 from slot 12 to slot 55. All present voting "Aye". MOTION PASSED

28475 ACCEPT A \$200 DONATION TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH PROGRAM AND AMEND THE BUDGET ACCORDINGLY

The Sheriff's Office received a donation in the amount of \$200.00 from the Trattoria Lisina, LLC and request to deposit into line item 052-618-00.5222. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept a \$200 donation to the Sheriff's Office Community Outreach Program and amend the budget accordingly. All present voting "Aye". MOTION PASSED



OCTOBER 4, 2011

VOLUME U PG 703

28476 AUTHORIZE COUNTY JUDGE TO EXECUTE RENEWAL OF THE AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION SERVICES (DRC)

The contract expired on September 30, 2011 and will renew for a term of one year. Amount required is \$15,000.00 to 001-895-98-381.5800. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize County Judge to execute renewal of the Agreement for Alternative Dispute Resolution Services (DRC). All present voting "Aye". MOTION PASSED

28477 APPROVE UTILITY PERMITS

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve utility permit # 837 issued to LCRA, on Cross Creek Drive in Pct #4 by the Hays County Road Department. All present voting "Aye". MOTION PASSED

28478 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 1601 BELL SPRINGS ROAD, DRIPPING SPRINGS, TEXAS IN PRECINCT 4

David and Jennifer Young are planning an on-site sewage facility to serve a therapeutic riding camp/arena. This on-site sewage facility is designed for 240 gallons per day. The property is 20.515 acres in size. A 500 gallon equalization tank followed by a standard septic tank and drainfield is proposed. A wastewater meter will be installed so that the system can be monitored. The property is served by a public water supply. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize Institutional OSSF Permit at 1601 Bell Springs Road, Dripping Springs, Texas in Precinct 4. All present voting "Aye". MOTION PASSED

28479 CALL FOR A PUBLIC HEARING ON OCTOBER 18, 2011 TO ESTABLISH TRAFFIC REGULATIONS (3-WAY STOP) AT THE INTERSECTION OF GOFORTH AND BEBEE ROAD

Transportation Director Jerry Borcharding gave staff recommendation. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to hold a Public Hearing on October 18, 2011 to establish traffic regulations (3-way stop) at the intersection of Goforth and Bebee Road. All present voting "Aye". MOTION PASSED

28480 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, AND RELEASE OF THE CONSTRUCTION BOND FOR HIGHPOINTE SUBDIVISION, PHASE 4, SECTION 2

Transportation Director Jerry Borcharding gave staff recommendation. Staff recommends acceptance of the construction of roads and drainage improvements within Phase 4, Section 2. The RTPD Department has inspected and approved the improvements. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept of road construction and drainage improvements, and release of the construction bond for Highpointe subdivision, Phase 4, Section 2. All present voting "Aye". MOTION PASSED

28481 ACCEPT THE BOND FOR FISCAL SURETY FOR THE RE-VEGETATION OF THE STREET AND DRAINAGE IMPROVEMENTS IN HIGHPOINTE SUBDIVISION, PHASE 4, SECTION 2

Transportation Director Jerry Borcharding gave staff recommendation. Highpointe Subdivision has issued a revegetation bond for \$11,936.00. The Road Department has inspected and recommends acceptance. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept the bond for fiscal surety for the re-vegetation of the street and drainage improvements in Highpointe subdivision, Phase 4, Section 2. All present voting "Aye". MOTION PASSED

28482 SUNRISE ACRES REPLAT OF LOTS 20 & 21 [11-2-5 - 3 LOTS] APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING NOVEMBER 1, 2011

Roxie Botkin Subdivision Coordinator gave staff recommendation. The Sunrise Acres subdivision is a recorded subdivision located off of Bebee Road in Precinct 2. Sunrise Acres was originally divided in 1983 as a 93 lot subdivision. There are 131 taxable parcels on the CAD records. The newly configured lots will be sized as follows: Lot 20A- 1.118 acres, Lot 21A-3.429 acres, Lot 21B-14.27 acres, Lot 21A and 21B are currently developed and are served by Goforth Water and on-site sewage facilities. Lot 20A will also utilize Goforth Water and OSSF at the time of development. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve preliminary plan of Sunrise Acres replat of Lots 20 & 21 and call for a public hearing November 1, 2011. All present voting "Aye". MOTION PASSED



28483 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S) FOR JUSTICE OF THE PEACE 1-1

Justice of the Peace Pct. 1 PI 1 Joanne Prado would like to hire a Court Administrator to fill a slot of a clerk who recently retired. Promoting Angela Hernandez to Justice Court Administrator and Lisa DeLeon to Justice Clerk, slot 1. Justice Court Administrator, slot 1, grade 110 salary range \$32,125 date vacant 09/30/2011. Justice Clerk, slot 1, grade 107 salary range \$24,136, date vacant 10/4/2011. Justice Clerk, slot 2, part-time, grade 107, salary range \$11.60 per hour, date vacant 10/4/2011. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to hire and promote for the vacant positions in the JP 1-1 effective immediately. All present voting "Aye". MOTION PASSED

28484 AUTHORIZE THE COUNTY JUDGE OR DESIGNEE TO EXECUTE FY2012 WORK AUTHORIZATIONS NO. 23, 24, 25, 26, 27, 28 & 29 UNDER THE PROGRAM MANAGEMENT SERVICES CONTRACT FOR THE PASS-THROUGH PROGRAM WITH PRIME STRATEGIES, INC

Work Authorizations No. 23,24,25,26,27,28 & 29 will allow for the continuation of pass-through program management services including but not limited to: (1) Agency Coordination (2) Management of Design Activities (3) Project Administration. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge or designee to execute FY2012 Work Authorizations No. 23, 24, 25, 26, 27, 28 & 29 under the Program Management Services contract for the Pass-Through Program with Prime Strategies, Inc. All present voting "Aye". MOTION PASSED

28485 AWARD THE BID FOR WAYFINDING AND SIGNAGE TO LEWIS SIGNS OF BUDA, TEXAS AND AUTHORIZE THE BUILDING COMMITTEE AND BROADDUS TO NEGOTIATE A CONTRACT

Lewis Signs was the sole bidder for the Signage at the Government Center. One other company showed interest but failed to submit a bid. Although only one bid was received, we are confident in their ability to provide us with quality work and product. Lewis Signs provided the signs at the Development Services Department. This bid is well below the estimated cost and meets all local state and federal requirements including ADA and Braille requirements. Amount required is \$95,214.00. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to award the bid for Wayfinding and Signage to Lewis Signs of Buda, Texas and authorize the Building Committee and Broaddus to negotiate a contract. All present voting "Aye". MOTION PASSED

28486 HIRE A TEMPORARY REGISTERED NURSE FOR THE WELL CHILD CLINIC IN THE PERSONAL HEALTH DEPARTMENT

Priscilla Hargraves Personal Health Director is requesting approval to hire a temporary Registered Nurse to work in the Well Child Clinic while a current employee is on medical leave. The current position salary will be used to pay the temporary employee, as the current employee has no accrued leave to be paid from. It is imperative this position is filled due to scheduled well child appointments, on-going immunizations, and scheduled outreach clinics for flu season. This has been through the process with the Human Resources Department. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to hire a temporary Registered Nurse for the Well Child Clinic in the Personal Health Department. All present voting "Aye". MOTION PASSED

28487 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND RVI PLANNING AND LANDSCAPE ARCHITECTURE, RELATED TO MASTER PLAN CONSULTING ON THE JACOB'S WELL PROJECT

Jeff Hauff Grants Administrator gave staff recommendation. Staff members considered responses to RFQs for a Master Planner last month. Two finalists were selected for interviews resulted in the staff's selection for interviews, and those interviews resulted in the staff's section of RVI and recommendation that this contract be accepted and executed by the Commissioners Court. Legal Counsel has consulted with Bonds Counsel and confirms that the use of Bond Funds for this purpose is legitimate and legal. Amount required \$93,000 (already budgeted). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a Professional Services Agreement between Hays County and RVI Planning and Landscape Architecture, related to Master Plan consulting on the Jacob's Well Project. All present voting "Aye". MOTION PASSED



OCTOBER 4, 2011

VOLUME U PG 705

DISCUSSION WITH STAFF REGARDING PROPOSED CHANGES TO THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES

Clint Garza Development Services Director spoke of changes. A items to take into consideration are Pg. 154 – Qualified OSSF Inspector definition; Pg. 165 – non-residential OSSF hydraulic flow equalization Pg.167 – protective base around sprinkler head Pg. 170 – inspections; Pg. 171 Research fund fee paid to TCEQ. Item was discussion only; no action taken.

28488 APPROVE HIRING AND DOUBLE FILLING THE POSITION OF JUSTICE CLERK 70%, OF JUSTICE OF THE PEACE, PRECINCT 4 FOR 1 MONTH

The savings that is generated by the position change will be more than the one month expense; to double fill savings and expense will be in the same line item. Savings generated are significantly more than the expense needed. Budget Amendment is not required 001-629-00.5201 Staff Salaries. 70% replacement is at entry level: 12 months @ entry level= \$24,136x70%= \$16,895.20; 12 months entry level Fica/mdcr= \$1,292.50; 12 months entry level Retirement 10.69%= \$1,806.10; Total for new person at entry level 70%= \$19,993.80. Refer to previous, the 70% current positions at \$25,743.54 annually, if works one month-1/12=\$2,145.30; Then total for 1 month present position + 12 months new position, both at 70%=\$22,139.10; And the present position cost for 12 months that would be replaced \$25,743.54; Savings due to reduced amount to be paid after one month \$3,604.44. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve the hiring and double filling of the position of Justice Clerk 70%, of Justice of the Peace, Precinct 4 for 1 month. All present voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

At this time Hays County Burn Ban will remain in effect.

Clerk's Note Agenda item #22 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT – was pulled

Clerk's Note Agenda item #23 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR – was pulled

DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE

Commissioner Whisenant spoke of a meeting was held yesterday.

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adjourn court.

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on October 4, 2011.



LIZ Q GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Discussion and possible action to have the Commissioners' Court accept a donation from the Wimberley VFW Post 6441 to the Hays County Constable Office, Precinct 3 in the amount of \$1,000 and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Constable Darrell Ayres

SPONSORED BY: Commissioner Will Conley

SUMMARY:

This donation was received from the VFW Post 6441 in Wimberley for assisting that organization through various community projects.

DESCRIPTION OF Item: Accept a donation from the Wimberley VFW Post 6441 to the Hays County Constable Office, Precinct 3 in the amount of \$1,000 and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT: \$1,000

LINE ITEM NUMBER: See budget amendment

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**FUND NO. 001
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Constable 3 (637):</u>				
001-637-00.5206 Law Enf Supplies	725	1,000		1,725
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-637-00.4610 Contributions	0		1,000	1,000
Accept & budget VFW donation				

**FUND NO. 144
FUND TITLE: HISTORIC JAIL RESTORATION**

144-676-00.5741 Misc Capital Improvements	81,557	2,170		83,727
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	8,646		2,170	10,816
Accept & budget donations for historic jail				

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

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

AGENDA ITEM: Accept donations for the Historical Jail Restoration Project and amend the FY12 budget for use of those funds for direct expenses related to the project.

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: \$2,170.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 144-676-00.4610

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

The Historical Commission has received several donations for the Historical Jail Restoration Project from various entities. These funds will be used for miscellaneous capital improvements.

Budget Amendment:

144-676-00.5741 Misc Capital Improvements \$2,170.00

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
Constable 3 (637):				
001-637-00.5206 Law Enf Supplies	725	1,000		1,725
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-637-00.4610 Contributions	0		1,000	1,000
Accept & budget VFW donation				

FUND NO. 144
FUND TITLE: HISTORIC JAIL RESTORATION

144-676-00.5741 Misc Capital Improvements	81,557	2,170		83,727
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	8,646		2,170	10,816
Accept & budget donations for historic jail				

DESCRIPTION OF Item: Accept donations for the Historical Jail Restoration Project and amend the FY12 budget for use of those funds for direct expenses related to the project.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT: \$2,170.00

LINE ITEM NUMBER: 144-676-00.4610

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

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 renewal of Bid #2010-B18 Concrete Contractor with Myers Concrete Construction for one (1) additional year as provided for in the original bid.

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

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Borcherding

SPONSORED BY:

SUMMARY: All terms and conditions remain unchanged and in full force and effect as provided in the original contract.



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
111 E. San Antonio Street, Suite 101
San Marcos, Texas 78666
512-393-2273

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Cindy Maiorka, CPPB
Purchasing Manager
cindym@co.hays.tx.us

September 29, 2011

Myers Concrete Construction LP
P O Box 2928
Wimberley, Texas 78676

The contract for Bid #2010-B18 "Concrete Contractor" will expire soon. This letter will serve as notice that Hays County would like to renew your existing contract for one additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in the original contract. Please review attached bid and if you are in agreement with this, please sign below and mail back to Hays County Purchasing Office, 111 E. San Antonio St. Ste 101, San Marcos, Texas 78666. Please make a copy for yourself. The renewal will need to go before Commissioners Court for approval. I will get this on the agenda for October 11, 2011 and notify you when the renewal has been approved.

If you have any questions please feel free to contact me at 512-393-2273.

Sincerely,

Cindy Maiorka CPPB

Cindy Maiorka CPPB
Purchasing Agent

Signature

[Signature]

Date

9/30/2011

Printed Name

Charlene Myers, President

Company

Name

Myers Concrete Construction, LP

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:

11-4-33 Revised Plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A (2 lots). Discussion and possible action to consider cancelling a portion of Lot 4 Madrone Ranch Section II-A and establishing lot 3-A Madrone Ranch Section 1 and lot 4-A Madrone Ranch Section II-A; approve preliminary plan of Revised Plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A; call for public hearing November 8, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Madrone Ranch is a multiple-section subdivision located off of McGregor Lane in Precinct 4. There are currently a combined 17 parcels between Sections 1 and II-A. The property owner is proposing to reconfigure Lot 3 (Section 1) and Lot 4 (Section II-A). Because the two lots are located in different sections, the portion of Lot 4 which is to be moved to Section 1 must be cancelled. The resulting lots will be configured as follows: Lot 3-A, 32.24 acres; Lot 4-A, 13.29 acres. Both lots are currently developed and are served by private wells and individual on-site sewage facilities.

RESUBDIVISION OF LOTS 19 AND 20 OF LOS RANCHOS

A SUBDIVISION IN HAYS COUNTY, TEXAS

VOLUME 2, PAGE 8, HAYS COUNTY PLAT RECORDS

STATE OF TEXAS
COUNTY OF HAYS

I, KNOW ALL MEN BY THESE PRESENTS

That I, Victor H. Garris, a Professional Land Surveyor in the State of Texas, hereby certify that this plat complies with the survey related requirements of the Texas Surveying and Mapping Act, Chapter 81, Texas Government Code, and I further certify that this plat is true and correct and is a proper and accurate survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

This plat is not depicted as being in a special flood hazard area per FEMA's Flood Insurance Rate Map 48090C 0255 I dated 10/02/2005.

It is represented as in Zone "X".

Victor H. Garris
Registered Professional Land Surveyor
No. 4740 - State of Texas

Date _____

STATE OF TEXAS
COUNTY OF HAYS

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Victor H. Garris
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No. 4740 - State of Texas

Date _____

STATE OF TEXAS
COUNTY OF HAYS

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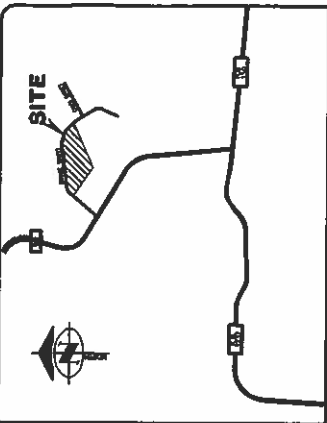
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It is represented as in Zone "X".

Victor H. Garris
Registered Professional Land Surveyor
No. 4740 - State of Texas

Date _____



VICINITY MAP

GENERAL NOTES:

1. The subdivision lies within the boundaries of the Barton Ranch, as shown on the Barton Ranch Survey, recorded in the Public Records of Hays County, Texas, Volume 134, Page 333.
2. The portion of the subject tract lies within the boundaries of the Barton Ranch, as shown on the Barton Ranch Survey, recorded in the Public Records of Hays County, Texas, Volume 134, Page 333.
3. The subdivision does not lie within the City Limits or EIT of any city.
4. The subdivision lies within the Hays Consolidated Independent School District.
5. Water services for the subdivision is to be by private wells.
6. The subdivision is to be by private, individual lots.
7. The subdivision is to be by private, individual lots.
8. The subdivision is to be by private, individual lots.
9. The subdivision is to be by private, individual lots.
10. When required, lots shall have a minimum driveway width of 10 feet.
11. The subdivision is to be by private, individual lots.
12. The subdivision is to be by private, individual lots.
13. The subdivision is to be by private, individual lots.
14. The subdivision is to be by private, individual lots.
15. The subdivision is to be by private, individual lots.
16. The subdivision is to be by private, individual lots.
17. The subdivision is to be by private, individual lots.
18. The subdivision is to be by private, individual lots.
19. The subdivision is to be by private, individual lots.
20. The subdivision is to be by private, individual lots.

LOT SIZE CATEGORIES	
10 ACRES OR LARGER	0 LOTS
LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES	1 LOT
2.00 ACRES OR LARGER UP TO 5.00 ACRES	4 LOTS
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES AND SMALLER THAN 1.00 ACRE	0 LOTS

Page 1 of 2

B&G Surveying, Inc.
Dewey H. Burris & Associates
10000 Highway 100, Suite 100
Dallas, Texas 75243
Phone: 214-343-1000
Fax: 214-343-1001

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:

11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (5 lots). Discussion and possible action to approve preliminary plan; call for public hearing November 8, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

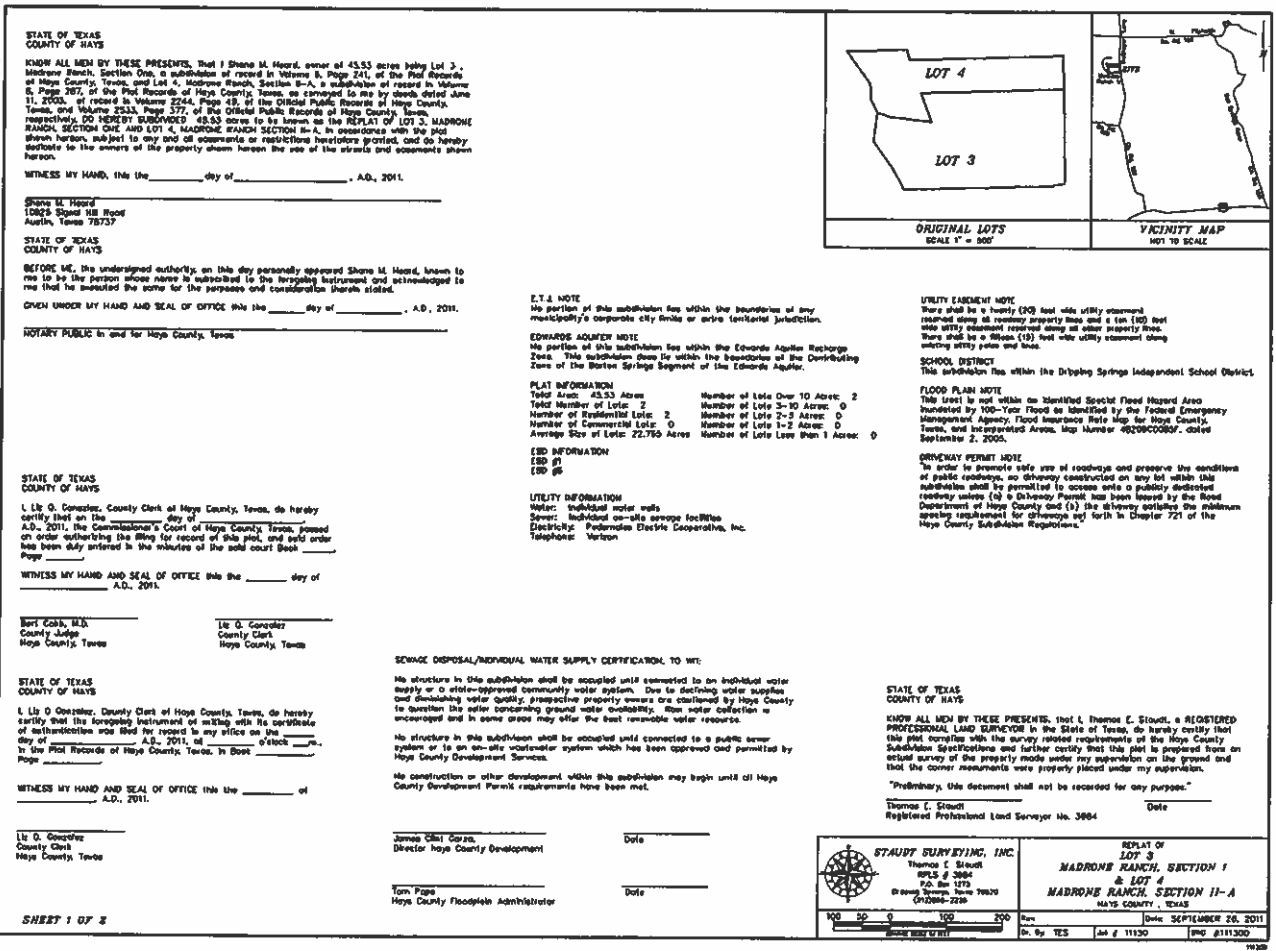
SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Los Ranchos is a recorded subdivision located off of F.M. 150 in Precinct 4. The subdivision was originally platted in 1978 as a 28 lot subdivision. Today there are 35 taxable parcels on the CAD records.

The current configuration of the two lots consists of seven unplatted parcels, three of which are currently developed. This purpose of this resubdivision is to plat five new lots, thereby allowing the existing parcels to be further developed. A plat for lots 19 and 20 was approved on September 6, 2011 and was not recorded. This plat shows newly configured lots which reflect an exchange of property agreed upon by the owners.

The proposed lot sizes are as follows: Lot 20A, 4.5017 acres; Lot 20B, 2.3868; Lot 20C, 2.0005; Lot 19A, 7.0502; Lot 19B, 4.6118. Lots 20A, 20B, 19A, and 19B are currently served by private wells and individual on-site sewage facilities. Water and wastewater service will be provided to Lot 20C by individual water wells and on-site sewage facilities at the time of development.



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 Interlocal Agreement between the City of Austin, the City of San Marcos Police Department (SMPD) and Hays County for Forensic Lab Services.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: 107,000

LINE ITEM NUMBER OF FUNDS REQUIRED: Various (Forfeiture funds)

REQUESTED BY: Kennedy/Cutler/Tibbe

SPONSORED BY: Cobb

SUMMARY: Representatives from SMPD, the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office have discussed the possibility of enhancing their lab testing protocol allowing for a faster turn-around time in lab results for criminal cases with the Austin Police Department. A faster turn-around time will enable agencies associated with criminal justice to accelerate case loads through the system which should translate into cost savings across the county.

DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute an Interlocal Agreement between the City of Austin, the City of San Marcos Police Department (SMPD) and Hays County for Forensic Lab Services.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT: \$107,000

LINE ITEM NUMBER: Various (Forfeiture funds)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN, THE CITY OF SAN MARCOS POLICE DEPARTMENT,
THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE,
AND HAYS COUNTY
FOR FORENSIC LAB SERVICES

This Interlocal Agreement Between the City of Austin and County of Hays For Forensic Lab Services ("Agreement") is entered into by and between the following parties: Hays County, Texas, a political subdivision of the State of Texas ("County"), the Hays County Criminal District Attorney's Office, a Department of Hays County (the "DA"); the City of San Marcos Police Department, an agency of a Home Rule City primarily located in Hays County ("SMPD"); and the City of Austin, a Home Rule City primarily located in Travis County, Texas ("City"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The above-listed entities are collectively referred to as "the Parties" or "the Parties to this Agreement." The County, the DA, and SMPD are collectively referred to as "the Client Entities."

WHEREAS, the Parties each have an interest in achieving a more efficient Criminal Justice system through a collaborative, regional effort.

WHEREAS, the Parties anticipate that the terms and conditions of this Agreement will facilitate and promote a more efficient Criminal Justice system in Hays County;

WHEREAS, the City currently operates a Forensic Science Division in the Austin Police Department ("APD") for criminal investigation purposes; and,

WHEREAS, the City's Forensic Science Division performs laboratory analysis on drug evidence seized in connection with drug cases; and,

WHEREAS, the City currently employs six forensic chemists to perform such drug analysis; and,

WHEREAS, Parties agree that the addition of a seventh forensic chemist to perform drug analysis would enable the City to reduce the time between submission of analysis request and completion of lab analysis and delivery of results (the "turnaround time"); and,

WHEREAS, the Parties agree that it would be mutually advantageous for the County to provide funding for the City to employ a seventh forensic chemist to perform drug analysis at the Forensic Science Division; and,

WHEREAS, the City and the County agree that the seven forensic chemists who will perform laboratory analysis on drug evidence should give priority to drug cases in which the defendants are in jail ("Rocket Docket" cases); and,

WHEREAS, the City and County are authorized to enter into this agreement pursuant to Chapter 791 of the Government Code, the Interlocal Cooperation Act, as each party is contracting for governmental functions that it is authorized to perform individually and both parties agree that

all payments made pursuant to this Agreement fairly compensate the performing party for the services provided;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the City and County agree as follows:

SECTION 1. GENERAL INTENT

An increase in the number of drug cases being handled by the Austin Police Department's Forensic Science Division has resulted in an increase in the turnaround time between the submission of drug evidence for analysis and the completion of analysis and the delivery of lab reports. Because jailed defendants charged with drug crimes are often unwilling to dispose of their cases until laboratory analysis on the drug evidence has been completed, the delay in completing laboratory analysis of drug evidence may result in an increase in the amount of time that jailed drug defendants spend in jail prior to case disposition. The City currently employs six forensic chemists to perform laboratory analysis on drug evidence in drug cases. The Parties agree that the addition of a seventh forensic chemist to perform laboratory analysis on drug evidence would enable the City to complete drug analyses more quickly. The Parties agree that it would be mutually advantageous for the Client Entities to provide funding for the City to employ a seventh forensic chemist to perform drug analysis at the City's Forensic Science Division. The Parties also agree that the seven forensic chemists who perform drug analysis shall give priority to drug cases in which the defendants are in jail (the "Rocket Docket" cases). The Parties understand and agree that the forensic chemist hired to fill the position being funded by the Client Entities will have to be trained and that it will take approximately six months from the date of hiring to realize the full benefit of the new position. The Parties understand and agree that the goal of this interlocal agreement is to reduce the turnaround time between submission of Rocket Docket analysis request and lab results being provided to County to 14 (fourteen) calendar days.

SECTION 2. TERM OF AGREEMENT

2.1 **Initial Term.** The Initial Term of this Agreement shall begin when it has been signed by both parties, and shall continue through September 30, 2011, unless sooner terminated as provided herein.

2.2 **Renewal Term(s).** Subject to continued funding, this Agreement shall automatically renew annually, on October 1 of each successive year, unless terminated by either party as provided herein.

2.3 **Termination.** Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates ninety (90) calendar days after a party receives the notice of termination.

SECTION 3. CITY SERVICES

- 3.1 Interviewing and Hiring. City will interview, hire, and train a seventh forensic chemist to perform laboratory analysis in drug cases.
- 3.2 Employee Qualifications. City will ensure that the forensic chemist hired pursuant to this Agreement is fully qualified to perform the drug analysis services contemplated by this Agreement.
- 3.3 Support. City will provide a workspace and access to any necessary equipment and/or materiel for the accomplishment of one Forensic Chemist's duties under this Agreement.
- 3.4 Priority for Rocket Docket Cases. The City agrees that seven forensic chemists in its Forensic Science Division will be assigned primarily to perform drug analysis. The City further agrees that the seven forensic chemists who perform drug analysis will give priority to Rocket Docket cases.
- 3.5 Workload Projections and Performance Measures. Workload projections are shown in Attachment A, which is incorporated herein by reference and made a part hereof. Performance measures are shown in Attachment B, which is incorporated herein by reference and made a part hereof.

SECTION 4. COUNTY FUNDING

- 4.1 Funding for Forensic Chemist Position. The Client Entities will provide funding to the City for an additional forensic chemist position in APD's Forensic Science Division. It is specifically understood and agreed by the Parties that the Client Entities' funding is for a seventh forensic chemist to be assigned primarily to perform drug analysis in drug cases. Client Entities funding shall not be used to supplant City funding for existing forensic chemist positions. The Parties expressly acknowledge and agree that the Client Entities shall not be obligated to provide funding for a seventh forensic chemist unless seven forensic chemist positions (six City-funded positions and one Client-Entity-funded position) are fully staffed with forensic chemists who are assigned primarily to perform drug analysis in drug cases.
- 4.2 Amount of Compensation. For and in consideration of the satisfactory performance of services by City in accordance with terms of this Agreement, the Client Entities shall pay the City TWENTY-FOUR THOUSAND, THREE HUNDRED AND EIGHTY-EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$24,388.25) per quarter to fund a seventh forensic chemist position (with essential supplies) to perform lab analysis in APD's Forensic Science Division. Compensation for partial quarters will be prorated. The first quarterly payment under this Agreement (the "Initial Payment") shall be due within thirty (30) days of the date this Agreement is signed by all Parties. The Client Entities hereby agree to bear these costs equally (1/3 each), unless otherwise agreed in writing by the Client Entities.
- 4.3 Invoicing. For all payments after the Initial Payment, City shall invoice County quarterly for services rendered pursuant to this Agreement. Invoices shall be submitted within ten (10) calendar days of the next quarter in which services will be performed. The invoice shall include evidence of the employment of six City-funded forensic chemist positions and one Client-Entity-

funded forensic chemist position during the preceding quarter. Unless otherwise requested by County in writing, invoices shall be mailed to:

Vickie Wilhelm
Hays County Auditor's Office
111 E. San Antonio, Suite 100
San Marcos, Texas 78666

4.4 Payment. County shall make payment to City within thirty (30) calendar days following the receipt by County of a proper invoice. County shall forward all invoices received from City to SMPD, within five (5) days of receipt. Invoices shall be forwarded to:

Chief Howard Williams
SMPD – Chief of Police
2300 S. IH-35
San Marcos, TX 78666

4.5 Parties will pay from revenues currently available. Each party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to that paying party.

4/6 Payment by SMPD. Within fifteen (15) days of receipt of an invoice sent from the County pursuant to Section 4.4, above, SMPD shall pay the County its share of the invoice, which, unless otherwise agreed by the Client Entities in writing, shall be one-third (1/3) of the total invoice amount received.

SECTION 5. RELATIONSHIP OF PARTIES, AND LIABILITY

5.1 The Parties are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

5.2 It is expressly understood and agreed that by executing this Agreement no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

5.3 This Agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

SECTION 6. ASSIGNMENT AND SUBCONTRACTING

6.1 Neither Party may assign its rights or subcontract its duties under this contract without the prior written consent of the other Party. An attempted assignment or subcontract in violation of this paragraph is void.

SECTION 7. TERMINATION FOR UNAVAILABILITY OF FUNDS

7.1 This Agreement is to be contingent upon approval and appropriation by the parties of sufficient funds in their respective operating budgets for each party's fiscal year under this Agreement. In the event that such funding is not appropriated and approved, this Agreement will terminate automatically on the last day in the fiscal year for which sufficient funds were budgeted and appropriated for this Agreement, provided that any such action or termination due to non-appropriation of funds will not be construed as a default under this Agreement. The Parties agree to give the other party at least ninety (90) days advance written notice of termination under this provision.

SECTION 8. NOTICE TO PARTIES

8.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified below, and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified below.

Sheriff Gary Cutler
1307 Uhland Road
San Marcos, TX 78666

Chief of Police - APD
715 E. 8th Street
Austin, Texas 78701

Chief Howard Williams
SMPD – Chief of Police
2300 S. IH-35
San Marcos, TX 78666

Sherri Tibbe
Hays County Criminal District Attorney
110 E. MLK Blvd.
San Marcos, Texas 78666

A party may change its address by providing notice of the change in accordance with this section.

SECTION 9. MISCELLANEOUS

9.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

9.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

This contract is executed in duplicate originals.

CITY OF AUSTIN

HAYS COUNTY

By _____
Toby H. Futrell
City Manager

By _____
Bert Cobb, M.D.
County Judge

Date _____

Date _____

Attest: _____
Liz Q. Gonzalez
Hays County Clerk

SAN MARCOS PD

HAYS COUNTY CRIMINAL D.A.

By _____
Howard Williams
Chief of Police

By _____
Sherri Tibbe
Criminal District Attorney

Date _____

Date _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to adopt a resolution nominating Luanne Caraway as a candidate for the Central Appraisal District Board of Directors.

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

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: COBB

SPONSORED BY: COBB

See the attached memo from the Hays Central Appraisal District and the Resolution nominating Luanne Caraway.

Hays Central Appraisal District



512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640 ■ Fax 512-268-1945

MEMORANDUM

TO: Voting Taxing Units
FROM: David Valle, Chief Appraiser
DATE: August 19, 2011
SUBJECT: Nomination of Appraisal District Directors
DEADLINE for Nominations: October 15, 2011

Our appraisal district is governed by a board of seven directors. Members of the board serve two-year terms beginning on January 1 of even numbered years. The board of directors of our district meets once a month.

In considering individuals to serve as directors, taxing units should look for expertise in such areas as business management, information systems, computers, accounting, finance, real estate and taxation.

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate **by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors. **The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2011.** [Texas Property Tax Code, Section 6.03 (g)]

Please see Attached:

Directors Qualifications

Timetable for HCAD Board Member Election

Appraisal District Director Qualifications:

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes the office.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit or because the individual is an elected official.

However, an employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

HCAD Board Member Election TIMETABLE:

Texas Property Tax Code, Section 6.03:

before October 1

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

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

before October 15

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

before October 30

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

before December 15

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

before December 31

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

after January 1

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

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 Interlocal Agreement with the City of Dripping Springs regarding participation in a watershed study associated with the Hays County Lower Colorado River Basin study.

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: N/A – funding to be received from Dripping Springs

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Whisenant

SUMMARY:

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board (TWDB) to initiate a flood protection planning study on waterways in northern Hays County that are part of the Lower Colorado River Drainage Basin. On May 4, 2010 the Commissioners Court approved agreements with the Lower Colorado River Authority (LCRA) and the U.S. Army Corps of Engineers (USACE) to partner in funding and conducting the study, with cost sharing of 50% by the USACE. On August 10, 2010 the Commissioners Court accepted a grant award amendment that increased funding from the TWDB (total award \$389,225) necessary to complete investigations of the drainage basin.

There are small portions of the study area for which the USACE cannot participate in funding, although these areas were accounted for in the TWDB grant. Several communities have agreed to partner with Hays County to complete studies of these small drainage areas. The purpose of this agreement with the City of Dripping Springs is to conduct detailed studies of drainage segments within their jurisdiction under the overall northern Hays County study. The City of Dripping Springs will contribute funding of \$10,521.50 over a two year period to match funding provided under the TWDB grant to investigate the drainages in this area.

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS
AND HAYS COUNTY
for the Watershed Study of Onion Creek Project

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, TEX GOV'T CODE ANN., ch. 791, by and among the **CITY OF DRIPPING SPRINGS, TEXAS**, a body corporate and politic under the laws of the State of Texas ("Dripping Springs"), and **HAYS COUNTY**, a body corporate and politic under the laws of the State of Texas ("Hays County").

WITNESSETH:

WHEREAS, Hays County has been awarded a grant from the Texas Water Development Board that will provide 25%, and has applied to the U.S. Army Corps of Engineers (through the Lower Colorado River Authority) for federal funding that will provide 50%, of the funding for a Watershed Study of Onion Creek ("Project"); and

WHEREAS, it is mutually beneficial to Dripping Springs and Hays County to jointly participate in the Project, and the parties are willing to commit the funding for the Project, as set out herein; and

WHEREAS, Hays County and Dripping Springs desire to proceed with the Project, subject to the terms and conditions set forth herein; and

WHEREAS, all parties understand that entering into this Agreement in no way obligates either party to implement any improvements identified by the Project or recommendations for flood plain management regulations made therein and that whether a party subsequently supports improvements identified by the Project or regulation recommendation made therein and budgets it for implementation depends upon, among other things, the outcome and conclusions of the Project, whether any improvement identified or regulation recommendation is within the legal authority of a party, and the particular budget priorities and limitations of each party.

WHEREAS, all parties to this Agreement warrant that they each, individually, have the lawful ability to undertake the Project on their own, but

instead seek the benefits of efficiency that come with this cooperative endeavor; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

Section 1. MANAGEMENT COMMITTEE; ADMINISTRATION OF STUDY.

- A. Hays County and Dripping Springs shall each designate, within sixty (60) days after the execution of this Agreement, one representative to serve on the Project Management Committee ("Committee") with representatives from the other participating communities in Hays County. The Committee will provide oversight for the preparation of the Project parameters and approve the study scope and work products. Recommendations of the Committee shall be considered by Hays County through its contract with consultant(s), to the extent that funding for the Project is available.
- B. Hays County shall serve as the lead sponsor for the purpose of this Agreement, in which capacity it shall perform all administrative duties associated with Project including, but not limited to, entering into contract(s) with consultants(s) and contract administration necessary for the Project. Hays County shall thereafter provide a copy of the Consultant's Notice to Proceed to the parties.
- C. Hays County will promptly distribute to the parties any reports, charts, maps, graphs, conclusions or findings provided by consultants during the course of the Project. The parties will share in nonexclusive ownership of paper and digital files created by consultants for the parties during the Project.

Section 2. FISCAL PROVISIONS. The parties anticipate grants from the Texas Water Development Board that will pay one-half of the local cost of the Project, or 25% of the total cost. The local share of Phase I costs will be allocated among the parties, and is projected to cost \$389,225, with estimated maximum contribution amounts from Dripping Springs being \$10,521.50, calculated as follows:

		\$/yr
Hays/Other Local Share	\$378,703.50	
Dripping Springs	<u>\$ 10,521.50</u>	\$5,260.75
TOTAL	\$389,225.00	

Dripping Springs shall pay Hays County for the actual cost of its portion of the Project over a two-year period, according to the above referenced table. Within thirty (30) days after the issuance of the Notice to Proceed, as set out in Section 1 hereof, Dripping Springs shall pay Hays County the first year amount of its contribution, as set out above.

Section 3. TERM OF AGREEMENT. This Agreement shall become effective when executed by both parties hereto and shall remain in effect until completed, unless earlier terminated as provided herein. The initial duration of this Agreement shall be for one year, but will automatically extend for subsequent one-year period if necessary to complete the Project.

Section 4. NOTICES. All notices or communications provided herein shall be delivered by certified mail, return receipt requested to Hays County and Dripping Springs at their respective addresses.

For the purposes of notice, the addresses of the parties, until changed by written notice, as provided above, shall be as follows:

Hays County: Hays County
~~100 San Antonio, Ste. 200~~ 111 E. San Antonio, Ste. 30
San Marcos, TX 78666
Attention: Jeff Hauff

Dripping Springs: City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
Attention: Jon Thompson

Section 5. FUNDING.

Participation by the parties in funding the Project shall in no way commit a party to financial participation in implementation of any solution to problems that may be identified by the Project, or the adoption of flood plain management regulations that may be recommended in the Project.

It is expressly understood and agreed between the parties that the maximum sum Dripping Springs has available for completion of the Project is \$10,521.50, and that when Dripping Springs has expended such sum to meet its obligations hereunder, Dripping Springs shall have no further obligation under the terms of this Agreement.

All parties warrant that any funding made payable by the parties under this Agreement shall be allocated from current funds.

Section 6. TERMINATION. (a) Prior to Hays County entering into contracts and agreements with other parties for the preparation of the Project, as provided in Section 1 hereof, this Agreement may be terminated by a party by thirty (30) days advance written notice to all other parties to this Agreement. In the event of termination under this provision,

Hays County shall reimburse the all parties for the unexpended portions of their respective contributions at the time of termination. (b) Any party may terminate this Agreement and withdraw from the Project at any time for any reason; however, doing so contrary to subsection (a) above may result in the party's contributions at that point being nonrefundable.

Section 7. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 8. NOT A JOINT ENTERPRISE. This Agreement is not intended to and shall not create a joint enterprise among any party hereto. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose.

Section 9. MISCELLANEOUS.

- A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the advance written consent of the other parties.
- B. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- C. This Agreement may only be amended by written instrument duly executed on behalf of each party subject to this Agreement.
- D. This Agreement may be executed in multiple counter parts.
- E. Exclusive venue for any disputes arising under this Agreement shall be in Hays County, Texas.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

HAYS COUNTY:

By: _____

Date: _____

Bert Cobb, M.D., Hays County Judge

DRIPPING SPRINGS:

By: _____

Date: _____

Todd Purcell, Mayor, City of Dripping Springs



City of Dripping Springs

P.O. Box 384
Dripping Springs, Texas 78620

(512) 858-4725

(512) 858-5646 Fax

Friday, September 23, 2011

Janice L. Jones
Executive Assistant
Judge Bert Cobb, M.D.

RE: Interlocal Agreement Between the City of Dripping Springs and Hays County for the
Watershed Study of Onion Creek Project

Dear Janice,

The above agreement was approved at the September 13th Council meeting. I have enclosed two originals to be signed by Judge Cobb. Please have them signed and return to me in the enclosed envelope. I will return a fully executed copy to you after the Mayor signs as well.

Thank you,


Jo Ann Touchstone
City Secretary

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to accept a grant award from the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM) for the FY2011 Emergency Management Performance Grant in the amount of \$25,300.00.

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

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Turner/Hauff

SPONSORED BY: Cobb

On January 25, 2011 the Commissioners' Court authorized submission of a grant application to the Texas Department of Public Safety, Texas Division of Emergency Management for funding to support a portion of the salary and benefits for the Emergency Management Coordinator (EMC). The award amount increased from \$22,000.00 last year to \$25,300 this year, an increase of \$3,300 which will be budgeted for FY2011.

Attached is the Notice of Subrecipient Grant Award for grant period from October 1, 2010 to March 31, 2012.

BUDGET AMENDMENT

_001-656-00.4301 - \$3,300.00

DESCRIPTION OF Item: Discussion and possible action to accept a grant award from the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM) for the FY2011 Emergency Management Performance Grant in the amount of \$25,300.00.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT:

LINE ITEM NUMBER:

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: This Grant has been budgeted.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

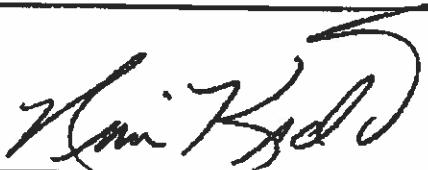
Signature Required if Approved

DATE CONTRACT SIGNED: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS)
TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: 2011 Emergency Management Performance Grant (EMPG)	
DHS Instrument Number: 2011-EP-00046	
TDEM Grant Number: 11 TX-EMPG-1349	
Administered By:	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
SubRecipient:	Hays County 111 E San Antonio Street, Ste 300 San Marcos, TX 78666-
Amount of Grant: \$25,300.00	
Period of Grant: October 1, 2010, to March 31, 2012	

Signing Acceptance of this document means that you accept and will comply with all the requirements listed in the attached FY 2011 EMPG Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	<p style="text-align: center;"><small>Authorized Signature Required</small></p>
W. Nim Kidd, CEM® Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 9/29/11	Date:

Return Signed Copy of This Page within 45 days to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Lisa Resendez, Grant Coordinator III
PO Box 4087
Austin, TX 78773-0220

**2011 Emergency Management Performance Grant (EMPG)
Terms and Conditions**

1. **Purpose:** The FY 2011 priority for this program is to Advance "Whole Community" Security and Emergency Management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.
2. **Grant Conditions:** Identify the source of funding under which this award is funded and reference the government code authorizing these services and conditions. The federal grant terms and conditions are located at: <http://www.fema.gov/government/grant/empg>.
3. **Grant Acceptance:** Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.
4. **Work to Be Performed:** The approved FY 11 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of subrecipients:
 - A. Implement (NIMS) at the local level.
 - B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.
 - C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.
 - D. During the performance period of this grant, Sub recipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If the TDEM identifies deficiencies in the subrecipient's plan, subrecipient will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.
 - E. During the performance period of this grant, Subrecipient agrees to legally-adopt county and/or regional mutual aid agreements.
 - F. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports,

Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

- G. The subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
5. **Grant Funding:** List the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, the TDEM may be able to allocate additional funds to EMPG program participants.
6. **Financial and Administrative Requirements:** In Accordance with 44 Code of Federal Regulations (CFR) Part 13, subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/financialguide/>.
- A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: <http://www.whitehouse.gov/omb/circulars>.
- B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *DHS Office of Grant Operations (OGO)'s Financial Management Guide (January 2006)* at: http://www.ojp.usdoj.gov/odp/docs/Financial_Management_Guide.pdf
- C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities, the subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with of the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).
- E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

- F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.
7. **Single Audit Act Requirements:** If Subrecipient has expenditures in excess of \$500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
8. **Reporting Requirements:** Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *FY 2011 Local Emergency Management Program Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *FY 2011 Local Emergency Management Program Guide* can be found on the TDEM website at: <http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/FY2011EMPGGuide.pdf>. Subrecipient must prepare and submit Semi-Annual Progress Reports TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 and the second reporting period is April 1 to September 30 of each fiscal year. Subrecipient may also be required to submit additional information and data as requested by TDEM.
9. **Review of Work and Expenditures:** TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests.
10. **Lobbying:**
- A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the subrecipient certifies that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- 3) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

- A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification).
- B. The subrecipient certifies that it and its principals and vendors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; subrecipients can access debarment information by going to www.epls.gov.
 - 2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

- A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.
- B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

- C. TDEM may perform periodic reviews of subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.
- D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.
- E. The subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Areas Security Initiative (UASI) strategies.
- F. The subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

- A. Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2011 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, 2011 and October 15, 2011, respectively.
- B. As TDEM plans to promptly close out the Fiscal Year 2011 EMPG program with the State Administrative Agency, requests for reimbursement of expenses that are postmarked more than 45 days after the end of the stated period of performance will not be paid.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. **Written Modification:** No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.
17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14. See Attachment 1.
18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17. See Attachment 2.
19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

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.

AGENDA ITEM: Update on the electronic timekeeping system with discussion and possible action to follow.

CHECK ONE: **CONSENT** **XX ACTION** **EXECUTIVE SESSION**
 WORKSHOP **PROCLAMATION** **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: \$12,468.00 (set aside in contingencies)

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Michele Tuttle, County Treasurer

SPONSORED BY: Bert Cobb, County Judge

Update Commissioners' Court on phase I of the electronic timekeeping system and give the tentative timeline for phase II and III. Discuss the possible addition of up to 31 supervisor's licenses for the Sheriff's office. Discuss purchasing two additional time clocks as back up.

DESCRIPTION OF Item: Update on the electronic timekeeping system with discussion and possible action to follow.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT: \$12,468.00 (set aside in Contingencies & Information Tech)

LINE ITEM NUMBER: 001-645-00.5399

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to authorize a commercial OSSF Permit at 2560 S Loop 4, in Precinct 2; consider a variance from section 10-M1(B) of the Hays County Rules for On-Site Sewage Facilities.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: N/A

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

REQUESTED BY: Clint Garza

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY: Namasco is replacing an existing (failing) on-site sewage facility for their steel warehouse in Buda, TX. This on-site sewage facility is designed for 256 gallons per day. The property is 10.1 acres in size.

The on-site sewage facility consists of a standard septic tank and a low pressure dosed drainfield. A wastewater meter will be installed so that the system can be monitored.

The designer of the system, Stan Burrier, P.E., is requesting a variance to Section 10-M(B) of the Hays County rules for on-site sewage facilities, which requires a hydraulic equalization tank prior to the treatment tank on non-residential on-site sewage facilities.

His justification for variance is that the flows are expected to be at a uniform rate throughout the day/week with no peak surges and the treatment tank is 50% larger than required which will provide more retention time.

The site specification sheet and tank profile are attached.

STAFF REVIEW/COMMENTS

Development Services Director: Recommend approval.

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval.

SITE PROFILE

Page 1
10/4/2011

OSSF Permit #: 2011-375

TYPES OF PERMITS: ☒ OSSF permit

PROPERTY ADDRESS: 2560 S LOOP 4, BUDA TX 78610

NAME OF OWNER: NAMASCO

MAILING ADDRESS: 2560 S LOOP 4 BUDA TX 78610 DANIEL VELA

Work Phone: (512) 472-5533

Cell:

Home Phone:

Fax:

☒ Commercial

Septic Type: Warehouse

Reason: New

79600 Sq Ft

34

Purchased: 8/10/2011

Revision:

License Date:

Field: 0

Plans:

Final Inspection:

Printed:

0 0 12 20

Authorization: 10/11/2011

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: 10.10

Block:

Lot size: 10.10

Precinct/Zone: 2

Affidavit File Date:

Survey:

Grid/Section:

Subdivision:

Reference: P61628

Evaluator's Information:

Site Evaluator: BURRIER, STAN

Type of soil: 4

Soil Date: 9/26/2011

256 GPD

System Information:

Manufacturer:

Distributor:

Designer: BURRIER, STAN

Installer:

Treatment Type: Septic

Disinfectant:

Flood Plain Permit:

Disposal: Low Pressure Dose

Drainfield: 0 x 0 x 12 - 20

Flood Plain Status:

Brand / Model

Serial Number

Date

Flood Plain Date:

System:

Flood Plain Certificate:

Aerator:

Flood Plain Complete:

Discharge:

Expiration Date:

Service and Maintenance Information

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

Replacing failing system on existing business

Tanks

Page 1
10/4/2011

Permit: 2011-375

Site: 2560 S LOOP 4 BUDA

Owner: NAMASCO

Two Compartment

Construction: Concrete

Capacity: 1,500

Depth:

Compartments: 0

Tank Latitude:

Tank Longitude:

Comments:

Date Installed:

Manufacturer:

Cover:

Days Between: 0

Last Pumped:

Baffles:

☒ Filter

Years Between: 0.0

Pump

Construction: Concrete

Capacity: 1,000

Depth:

Compartments: 0

Tank Latitude:

Tank Longitude:

Comments:

Date Installed:

Manufacturer:

Cover:

Days Between: 0

Last Pumped:

Baffles:

☐ Filter

Years Between: 0.0

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 approve the execution of Work Authorization 13 to Agreement dated September 2, 2008 between Hays County, Texas and Klotz Associates, Inc. for drainage study and design work around the Leisurewoods, Shady Grove and OxBow Trails Subdivisions in Hays County Precinct 2.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: \$9,300.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-00.5448 _008

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

Previous Work Authorizations have been executed with Klotz Associates, Inc. for study and design of various drainage improvements around the Leisurewoods, Shady Grove and Oxbow Trails subdivisions in Hays County Precinct 2. During the course of that work, the need for additional services was identified to modify previously completed study and design work to avoid impacts to a septic system located within one of the drainage easements needed for construction of a grass lined channel previously designed. Plans will be modified to include a narrower concrete lined channel in the vicinity of that septic system.

DESCRIPTION OF Item: Discussion and possible action approve the execution of Work Authorization 13 to Agreement dated September 2, 2008 between Hays County, Texas and Klotz Associates, Inc. for drainage study and design work around the Leisurewoods, Shady Grove and OxBow Trails Subdivisions in Hays County Precinct 2.

PREFERRED MEETING DATE REQUESTED: October 11, 2011

COUNTY AUDITOR

AMOUNT: \$9,300.00

LINE ITEM NUMBER: 020-710-00.5448_008

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Work Authorization No. 13
To Agreement Dated September 2, 2008 Between Hays County,
Texas ("Owner") and Klotz Associates, Inc. ("Engineer") for
Professional Services Related to Drainage Improvements for Hays
County, Texas.

Project Description

Work Authorization No. 13 includes additional services related to the construction of the stormwater channel facility beginning at Lot 14 within the Shady Grove Subdivision and ending at Lot 36 of the Oxbow Trials Subdivision (hereinafter referred to as "Channel B").

Engineer's Services

Engineer will provide Professional Services related to regional drainage issues in the Leisurewoods Subdivision as set forth in the following additional tasks.

Task 1 – Update HMS and HEC-RAS models to reflect modified channel section

It was observed during design that a septic system is located within the 40' easement acquired from Lot 11 of the Shady Grove Subdivision. Therefore, the original 70' channel cannot be constructed through this area without significant costs to the County to relocate the septic system. The section of the channel east of the property will be modeled as a 30' concrete section that stays within the existing easement from Lot 34 of the Oxbow Trail Subdivision. The updated models are required to determine the impact to the channel design as a result of changing the original proposed section.

Task 2 – Channel B Design Modifications

The Engineer will revise the construction drawings based on the proposed modifications mentioned in Task 1. The septic system will be noted within the plans and the length of the channel along the east side of Lot 11 will be modified to reflect a 30' concrete section. The channel will also be modified to reflect the transition from the 30' concrete section to the 70' grass section.

Task 3 – Additional coordination with landowners

The Engineer will coordinate with the impacted landowners and HOA presidents to discuss the changes.

Payment

Using the procedures set forth in paragraph 2.01 of the Agreement, Owner shall pay Engineer Lump Sum amounts for the Tasks as described above as follows:

Task 1:	\$ 4,300
Task 2:	\$ 4,300
Task 3:	\$ 700
Total:	\$ 9,300

Schedule

Estimated time to complete all tasks except those for construction is 30 days. Remaining tasks will be performed as needed to support the County's proposed construction schedule.

KLOTZ ASSOCIATES, INC.

HAYS COUNTY

By: SE Dukette
Scott Dukette, PE

By: _____

Title: Vice President

Title: _____

Date: 9/19/11

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to approve appointments to the Citizen's Committee for the Hays County Transportation Plan.

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

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB/WHISENANT

Judge Cobb's third and final appointment is: Warren Kettelman

Commissioner Whisenant's third and final appointment is: Don B. Meador

Mr. Warren Kettelman
2130 Intrepid Drive
Buda, Texas 78610

Warren Kettelman was selected as the first economic development director for the newly formed Buda Economic Development Corporation in August, 2002. He was a member of the "Buda Team" that successfully lured Cabela's to Buda. As a team with the Buda Economic Development Corporation Board of Directors and Buda City Council, other accomplishments include: Buda Improvement Grant Program, Buda Truck Bypass, Hays Communities YMCA, \$1.35 million in Texas Capital Fund grant funding, Sunfield MUD and the Shops at Sunfield.

Warren is a member of the Buda Area Chamber of Commerce, Great San Marcos Economic Development Partnership and Texas Economic Development Council. He earned his BBA from Fontbonne University, St. Louis, Missouri. A graduate of Economic Development Institute, he obtained his certified economic developer status (CEcD) in November 2004.

Warren and his wife of 31 years, Lisa, reside in Buda where they are members of Buda United Methodist Church. They have two sons, Eric, a graduate of Texas State University and Alex, a senior at Abilene Christian University.

Bio: Don B. Meador

I am owner and have been the full-time manager of Dreamcatcher Ranch in San Marcos, Texas. My data-based breeding program produced registered Angus seedstock for both commercial and registered breeders.

Following a bachelor's degree in engineering from Texas Tech and a Master's degree in engineering and management from Oklahoma State University, I spent 30 plus years in various management positions with Procter and Gamble Manufacturing Company. Most of these emphasized the role that measurable, repeatable quality played in the value equation that everyone uses in their selection and continued use of consumer products. I have also been a licensed professional engineer in the state of Texas.

I have supported the community through several volunteer actions including my work on the boards of the Hays County Farm Bureau and Soil and Water Conservation Board. I am a past president of the later. I have also served on the Planning and Zoning Commission of Coppel, Texas.

The ranch business plan provides for the marketing of approximately 200 head of bulls and females annually. Greater than 95% of the ranch production is the product of embryo transplant. All bulls and more than 90% of the females are sold before the age of 2 years. Additionally, all donors, the oldest registered animals at Dreamcatcher, sell before the age of four.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action regarding the county-wide freeze on hiring, promotions, and/or transfers into vacant positions without Commissioners Court approval.

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

PREFERRED MEETING DATE REQUESTED: 10/11/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

The county-wide freeze on hiring, promotions, and/or transfers into vacant positions has been in place since March 8, 2011. The recent adoption of the FY 2012 budget warrants a review of the hiring freeze policy.

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 Interlocal Agreement between Hays County and the City of San Marcos relating to Tax Increment Reinvestment Zone No. 4.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: (20% of the Tax Increment Collected within the Zone)

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Kennedy/Conley

SPONSORED BY: Conley

SUMMARY: This Interlocal Agreement (ILA) represents the culmination of a variety of negotiations associated with the Carma Paso Robles Subdivision. This Court has considered the possibility of a TIRZ associated with this Subdivision before, and this ILA finalizes that arrangement between the City of San Marcos, Hays County, and Carma.

INTERLOCAL AGREEMENT
between the
CITY OF SAN MARCOS, TEXAS
AND
HAYS COUNTY, TEXAS
Relating to
City of San Marcos, Texas
Tax Increment Reinvestment Zone No. 4

THE STATE OF TEXAS §

COUNTY OF HAYS §

**INTERLOCAL AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO SAN
MARCOS, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 4**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF SAN MARCOS, TEXAS** (the "City"), a home rule municipality of the State of Texas, acting by and through its governing body, the City Council, and **HAYS COUNTY, TEXAS** (the "County"), acting by and through its governing body, the Commissioners Court. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **REINVESTMENT ZONE NUMBER FOUR, CITY OF SAN MARCOS, TEXAS** (the "Reinvestment Zone"), a reinvestment zone to be created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

The City, at the request of Carma Paso Robles LLC. (the "Developer"), a Texas limited liability company and the owner of the real property being developed, is in the process of designating the Reinvestment Zone in the area more particularly described in the attached Exhibit A and on the map attached hereto as Exhibit B. The Reinvestment Zone consists of approximately 1,338.56 acres of land.

The general purpose of the Reinvestment Zone is to promote the redevelopment of the property in the Reinvestment Zone and in surrounding areas in the City and County pursuant to the tax increment finance provisions of Section 311.005(a)(1), (2) and (4) of the Texas Tax Code. The specific purpose of the Reinvestment Zone is to provide a financing mechanism to pay for a portion of the costs associated with certain water, wastewater, roads/drainage and reclaimed water improvements within the Reinvestment Zone as set forth in Exhibit C (the "Project"). The purposes of the Project are to improve public infrastructure to facilitate a new development by the Developer consisting of up to 3,450 single-family homes, a daily fee golf course and clubhouse, walking trails, parks and sites for general commercial use for residents of the City and the County.

The financial plan for the Project is for the Developer to incur all costs associated with the design and construction of the Project (the "Project Costs"), and for the City, with assistance from the County as provided in this Agreement, to reimburse the Developer for a portion of the Project Costs from tax increment revenues derived from increases in property values resulting from new development in the Reinvestment Zone.

The City and the County wish to provide in this Agreement for the County to make payments to the City of a portion of the County's tax increment revenues derived from increases in property values resulting from new development in the Reinvestment Zone, which payments are to be used by the City to reimburse the Developer for a portion of the Project Costs under the terms and conditions described in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

SECTION 1. DEFINITIONS.

In this Agreement:

- A. *Captured appraised value* for a year means the total appraised value of all real property taxable by the City or County and located in the Reinvestment Zone for that year, less the respective tax increment base of the City or County.
- B. *Project* means, initially, the Project as set forth in Exhibit C. The public improvements constituting the Project may be revised or supplemented by amendments to the Project Plan that are adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time.
- C. *Project Plan* means the Project Plan and Reinvestment Zone financing plan for the Reinvestment Zone adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City, and amendments to these plans that are adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City from time to time.
- D. *Tax increment* for a year means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in the Reinvestment Zone.
- E. *Tax increment base* means the total appraised value of all real property taxable by the City or County and located in the Reinvestment Zone for the year 20[12] according to the certified Hays County Tax Roll.
- F. *Tax Increment Fund* means the tax increment fund created by the City for the Reinvestment Zone.

G. Terms other than those defined above shall have 1) their meanings as given in Chapter 311, Texas Tax Code, or 2) if not so defined, their usual and ordinary meanings.

H. References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

SECTION 2. OBLIGATIONS OF THE COUNTY.

A. Payments to the City. The County agrees to make payments to the City during the term of this Agreement, for deposit in the Tax Increment Fund, in the amount of 20% of the tax increment attributed to the captured appraised value of the County in the Reinvestment Zone. The County's obligation to make these payments will accrue only as taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of this Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date; however, the County will pay to the City, for deposit in the Tax Increment Fund, 20% of any penalty or interest received by the County on any delinquent taxes on the captured appraised value of the County. The County may offset against future payments to the Tax Increment Fund any portion of payments to the City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provisions of the Texas Tax Code.

B. Limitations on Payments. The County is not obligated to make payments under this Agreement 1) unless and until taxes on the captured appraised value are actually collected by the County, or 2) from any source other than taxes actually collected on the County's captured appraised value, or 3) from any County taxes or revenues other than taxes actually collected on the County's captured appraised value. Notwithstanding any provisions contained herein, this Agreement is expressly contingent upon the availability of funds for each obligation herein for the term of this Agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated for the payments due under this Agreement for the period covered by such budget or appropriation, the contract shall terminate without penalty to the County.

C. Expansion of the Reinvestment Zone; Supplemental Projects. The County's obligation to make payments under this Agreement is limited to the county's captured appraised value on property in the Reinvestment Zone as described in this Agreement. The County is not obligated to make payments based on the addition of property to the Reinvestment Zone unless the County specifically agrees to do so by amendment to this Agreement. The County's obligation to make payments under this Agreement is also limited to use by the City for partial reimbursement of the Project Costs, as described herein. The County is not obligated to make payments towards the costs of any other improvements unless the County specifically agrees to do so by amendment to this Agreement. Any member of the County Commissioners Court may review and provide comments to the Board of Directors of the Reinvestment Zone or the City Council of the City on any proposed expansion of the Reinvestment Zone or amendment to the Project Plan prior to its approval by the City Council.

D. County Appointment to Board of Directors of the Reinvestment Zone. Pursuant to the provisions of Section 311.009(a), Texas Tax Code, the Commissioners Court of the County shall have the unequivocal right during the term of this Agreement to appoint and remove, at its sole discretion, a qualified person to serve as a voting member of the Board of Directors of the Reinvestment Zone. Failure of the Commissioners Court to appoint a person to the Board of Directors of the Reinvestment Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in this position as needed.

SECTION 3. OBLIGATIONS OF THE CITY.

A. Initial Project Plan. The City agrees that the Project, as described herein will comprise the Project in the initial Project Plan to be adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City. The City agrees that the Reinvestment Zone financing plan in the initial Project Plan to be adopted by the Board of Directors of the Reinvestment Zone and approved by the City Council of the City shall provide for use of the County's payments under this Agreement solely to reimburse the Developer for a portion of the Project Costs.

B. Use of County Payments. The City agrees to use payments made by the County under this Agreement solely to reimburse the Developer for Project Costs.

C. Notice to County of Amendments to Project Plan. The City agrees to provide the County with written notice of any proposed amendments to the Project Plan at least 14 days prior to their submission to the City Council for approval. The City agrees to work with the Reinvestment Zone Board of Directors to implement the Project Plan.

D. Disposition of Tax Increments. Upon termination of the Reinvestment Zone, and after all obligations of the Reinvestment Zone have been paid, the City agrees to pay to the County, within 60 days of the termination, all monies remaining in the Tax Increment Fund that represent the County's pro rata amount of participation authorized under this Agreement.

E. Annual Reports. The City agrees to provide to the County an annual report regarding the Reinvestment Zone as required under Texas Tax Code Section 311.016.

F. Audits - Redevelopment Authority. In the event the City creates a redevelopment authority in connection with the Reinvestment Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Reinvestment Zone and any such redevelopment authority within 30 days of receipt of each audit.

SECTION 4. TERM AND TERMINATION.

A. Agreement Term. This Agreement will take effect only upon designation of the Reinvestment Zone by ordinance of the City and will be in effect for the earlier of 1) thirty (30) years from the date of the designation of the Reinvestment Zone or 2) the date the Developer is reimbursed the Project Costs, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, any refund obligations of the City shall survive the termination.

B. Early Termination of Reinvestment Zone. The City may terminate the Reinvestment Zone pursuant to the provisions of Section 311.017 of the Texas Tax Code.

SECTION 5. MISCELLANEOUS.

A. Cooperation. This City and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement.

B. 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 modified or amended except by written agreement duly executed by the parties and Developer.

C. Interpretation. The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

D. Invalid Provisions. 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.

E. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

F. Authorization; Funding. Each party hereto acknowledges and represents that his Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

G. Notices. Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following address/fax numbers:

City

City Manager
City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666

Hays County

Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

H. Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

I. Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Reinvestment Zone or any officer, agent or employee of the County.

J. No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

K. Third Party Beneficiary. The parties agree that Developer and its successors and assigns shall have the right to enforce as a third party beneficiary Section 2.A. against the County for any breach of its contractual obligations thereunder, as well as Section 5.B. and this Section 5.K.

IN WITNESS HEREOF, the City and the County have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF SAN MARCOS



Mayor

9.21.11

Date

ATTEST/SEAL:



City Clerk

9/21/11

Date

APPROVED AS TO FORM AND LEGALITY:



City Attorney

HAYS COUNTY

Hays County Judge

Date

ATTEST:

County Clerk

Date

EXHIBIT A



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

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

3500 McCall Lane
Austin, Texas 78744

Item 23
Attachment # 1
Page 4 of 16

**1,338.584 ACRES
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 1,338.584 ACRES:

PART 1: 1,278.290 ACRES OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, THE NATHANIEL HUBBARD SURVEY NO. 35, ABSTRACT NO. 230, AND THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, ALL IN HAYS COUNTY, TEXAS, BEING ALL OF A 160.033 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES, LLC, DATED JANUARY 4, 2007 AND RECORDED IN VOLUME 3087, PAGE 318 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 5.00 ACRE TRACT CONVEYED TO AUSTIN DISTRICT BOARD OF MISSIONS, INC., SOUTHWEST TEXAS ANNUAL CONFERENCE, THE UNITED METHODIST CHURCH BY DEED OF GIFT, DATED APRIL 20, 1995 AND RECORDED IN VOLUME 1145, PAGE 581 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING DESCRIBED IN A DEED OF RECORD IN VOLUME 1197, PAGE 12 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THE REMAINDER OF A 5.35 ACRE TRACT DESCRIBED IN A DEED TO BILLY JOE NICHOLAS AND MELLIE LOWMAN NICHOLAS, DATED DECEMBER 31, 1968 AND RECORDED IN VOLUME 227, PAGE 578 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 1 ACRE TRACT DESCRIBED IN A DEED TO HAYS COUNTY, DATED SEPTEMBER 12, 1895 AND RECORDED IN VOLUME 33, PAGE 117 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 160 ACRE TRACT DESCRIBED IN A DEED TO GRADY H. REED AND MARGIE REED, DATED JULY 24, 1962 AND RECORDED IN VOLUME 192, PAGE 368 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 70.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO WALTER KENNETH BARNES AND WIFE, CAROLYN T. BARNES, LAURIE BARNES AND BRUCE CLINTON BARNES, DATED APRIL 15, 1999 AND RECORDED IN DOCUMENT NO. 9908734 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A 425.38 ACRE TRACT CONVEYED TO THE BARNES RANCH FAMILY LIMITED PARTNERSHIP BY WARRANTY DEED, DATED MAY 2, 2003 AND RECORDED IN VOLUME 2211, PAGE 789 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DESCRIBED IN A DEED OF RECORD IN VOLUME 194, PAGE 320 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, ALL OF A 272.027 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED APRIL 9, 2007 AND RECORDED IN VOLUME 3144, PAGE 658 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A 464.870 ACRE TRACT, SAVE AND EXCEPT A 9.123 ACRE TRACT, BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC,

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DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 356 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT 5.036 ACRES, BEING A PORTION OF THE SAID 70.00 ACRE TRACT AND A PORTION OF THE SAID 425.38 ACRE TRACT;

PART 2: 60.294 ACRES OUT OF THE EDWARD BURLESON SURVEY NO. 18, ABSTRACT NO. 63, IN HAYS COUNTY, TEXAS, BEING ALL OF A 4.894 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 377 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALL OF A 55.400 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO CARMA PASO ROBLES LLC, DATED MARCH 5, 2007 AND RECORDED IN VOLUME 3122, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID PARTS 1 AND 2 TOTALING 1,338.584 ACRES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1, GROSS ACREAGE: 1,292.449 ACRES

BEGINNING at a 3/4" iron pipe found at an angle point in the southeast line of the said 160.033 acre tract, same being the south corner of a 5.35 acre tract described in a deed of record in Volume 227, Page 578 of the Deed Records of Hays County, Texas, also being in the northwest right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies);

THENCE with the southeast line of the 160.033 acre tract, same being the northwest right-of-way line of F.M. 2439, the following three (3) courses and distances:

1. South 59°53'31" West, a distance of 422.48 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 13°29'07", an arc length of 458.97 feet, and a chord which bears South 53°08'58" West, a distance of 457.91 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
3. South 46°24'24" West, a distance of 183.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of a 5.224 acre tract described in a deed of record in Volume 251, Page 959 of the Deed Records of Hays County, Texas;

THENCE continuing with the southeast line of the 160.033 acre tract, same being the north line of the said 5.224 acre tract, the following two (2) courses and distances:

1. North 53°35'40" West, a distance of 283.89 feet to a 1/2" iron pipe found;

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2. South 51°36'26" West, a distance of 703.19 feet to a 1/2" iron pipe found at the south corner of the 160.033 acre tract, same being the west corner of the 5.224 acre tract, also being in the northeast line of a 51.23 acre tract described in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'10" West, with the southwest line of the 160.033 acre tract, same being the northeast line of the said 51.23 acre tract, a distance of 1138.32 feet to a 1/2" rebar found at the west corner of the 160.033 acre tract, same being the south corner of the said 464.870 acre tract;

THENCE North 45°30'14" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 51.23 acre tract, the northeast line of a 82.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas, and the northeast line of a 15 acre tract described in a deed of record in Volume 190, Page 161 of the Deed Records of Hays County, Texas, a distance of 3565.19 feet to a found corner fence post of an 8' tall game fence at the north corner of the said 82.17 acre tract, same being an interior corner of the 464.870 acre tract;

THENCE South 43°31'39" West, with the southeast line of the 464.870 acre tract, same being a northwest line of the 82.17 acre tract, a distance of 1186.42 feet to a found corner fence post of an 8' tall game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of an 80.17 acre tract described in a deed of record in Volume 1350, Page 446 of the Official Public Records of Hays County, Texas;

THENCE North 46°27'44" West, with the southwest line of the 464.870 acre tract, same being the northeast line of the said 80.17 acre tract and the northeast line of a 34.56 acre tract described in a deed of record in Volume 1925, Page 672 of the Official Public Records of Hays County, Texas, a distance of 2474.33 feet to a 1/2" rebar with plastic "PBS&J" cap found at the north corner of the 34.56 acre tract, same being the southeast line of Lot 2, Sleepy Hollow Subdivision, also being the west corner of the 464.870 acre tract;

THENCE with the northwest line of the 464.870 acre tract, same being the southeast line of Lots 2 through 28, inclusive, of Sleepy Hollow Subdivision, the following twenty-seven (27) courses and distances:

1. North 42°16'33" East, a distance of 28.53 feet to a 1/2" rebar found at the common corner of said Lots 2 and 3;
2. North 44°24'02" East, a distance of 145.42 feet to a 1/2" rebar found at the common corner of said Lots 3 and 4;
3. North 44°11'17" East, a distance of 145.74 feet to a 1/2" rebar found at the common corner of said Lots 4 and 5;

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4. North 44°03'14" East, a distance of 145.72 feet to a 1/2" rebar found at the common corner of said Lots 5 and 6;
5. North 44°25'01" East, a distance of 146.17 feet to a 1/2" rebar with plastic "PBS&J" cap found at the common corner of said Lots 6 and 7;
6. North 43°58'24" East, a distance of 145.32 feet to a 1/2" rebar found at the common corner of said Lots 7 and 8;
7. North 44°06'17" East, a distance of 145.46 feet to a 1/2" rebar found at the common corner of said Lots 8 and 9;
8. North 43°56'55" East, a distance of 145.44 feet to a 1/2" rebar found at the common corner of said Lots 9 and 10;
9. North 44°05'56" East, a distance of 145.91 feet to a 1/2" rebar found at the common corner of said Lots 10 and 11;
10. North 44°29'25" East, a distance of 145.12 feet to a 1/2" rebar found at the common corner of said Lots 11 and 12;
11. North 43°40'19" East, a distance of 145.38 feet to a 1/2" rebar found at the common corner of said Lots 12 and 13;
12. North 44°20'28" East, a distance of 145.03 feet to a 1/2" rebar found at the common corner of said Lots 13 and 14;
13. North 44°13'03" East, a distance of 145.49 feet to a 1/2" rebar found at the common corner of said Lots 14 and 15;
14. North 43°53'38" East, a distance of 145.05 feet to a 1/2" rebar found at the common corner of said Lots 15 and 16;
15. North 44°14'07" East, a distance of 145.21 feet to a 1/2" rebar found at the common corner of said Lots 16 and 17;
16. North 44°24'20" East, a distance of 145.52 feet to a 1/2" rebar found at the common corner of said Lots 17 and 18;
17. North 44°06'52" East, a distance of 145.20 feet to a 1/2" rebar found at the common corner of said Lots 18 and 19;
18. North 43°58'52" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 19 and 20;

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19. North 44°39'50" East, a distance of 144.71 feet to a 1/2" rebar found at the common corner of said Lots 20 and 21;
20. North 44°38'33" East, a distance of 145.24 feet to a 1/2" rebar found at the common corner of said Lots 21 and 22;
21. North 44°16'09" East, a distance of 144.98 feet to a 1/2" rebar found at the common corner of said Lots 22 and 23;
22. North 43°41'15" East, a distance of 144.88 feet to a 1/2" rebar found at the common corner of said Lots 23 and 24;
23. North 44°15'04" East, a distance of 144.87 feet to a 1/2" rebar found at the common corner of said Lots 24 and 25;
24. North 44°00'02" East, a distance of 144.96 feet to a 1/2" rebar found at the common corner of said Lots 25 and 26;
25. North 44°23'04" East, a distance of 194.95 feet to a 1/2" rebar found at the common corner of said Lots 26 and 27;
26. North 44°04'48" East, a distance of 203.95 feet to a 1/2" rebar found at the common corner of said Lots 27 and 28;
27. North 44°36'40" East, a distance of 108.93 feet to a 1/2" rebar found at a north corner of the said 464.870 acre tract, same being the east corner of Lot 28, also being in the southwest line of a 111.9 acre tract (first 111.9 acre tract) described in a deed of record in Volume 145, Page 624 of the Deed Records of Hays County, Texas;

THENCE South 46°01'33" East, with the northeast line of the 464.870 acre tract, same being the southwest line of the said 111.9 acre tract and the southwest line a 111.9 acre tract (second 111.9 acre tract) described in a deed of record in Volume 149, Page 491 of the Deed Records of Hays County, Texas, a distance of 1609.75 feet to a 1/2" rebar found at an interior corner of the 464.870 acre tract, same being the south corner of the said second 111.9 acre tract;

THENCE North 17°08'49" East, with the northwest line of the 464.870 acre tract, same being the southeast line of the second 111.9 acre tract, a distance of 967.38 feet to a calculated point for a north corner of the 464.870 acre tract, same being the west corner of the said 70.00 acre tract;

THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 70.00 acre tract, a distance of 842.90 feet to a calculated point for the north corner of the 70.00 acre tract, same being the west corner of the said 425.38 acre tract;

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THENCE North 17°08'49" East, continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 425.38 acre tract, a distance of 1054.36 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 425.38 acre tract, same being the west corner of the said 272.027 acre tract;

THENCE continuing with the southeast line of the second 111.9 acre tract, same being the northwest line of the 272.027 acre tract, the following four (4) courses and distances:

1. North 17°08'49" East, a distance of 402.23 feet to a fence post found;
2. North 45°41'06" West, a distance of 495.49 feet to a fence post found;
3. North 17°13'03" East, a distance of 1206.69 feet to a fence post found;
4. North 45°41'38" West, a distance of 439.64 feet to a 1/2" rebar with plastic "BYRN" cap found at the northwest corner of the 272.027 acre tract, same being the southwest corner of an 11.36 acre tract described in a deed of record in Volume 1856, Page 746 of the Official Public Records of Hays County, Texas;

THENCE North 51°25'56" East, with the north line of the 272.027 acre tract, same being the south line of the said 11.36 acre tract and the south line of a 7.78 acre tract described in a deed of record in Volume 1227, Page 592 of the Official Public Records of Hays County, Texas, a distance of 655.14 feet to a 1/2" rebar with plastic "BYRN" cap found at the southeast corner of the said 7.78 acre tract, same being the southwest corner of a 10.82 acre tract described in a deed of record in Volume 2201, Page 515 of the Official Public Records of Hays County, Texas;

THENCE South 88°07'26" East, continuing with the north line of the 272.027 acre tract, same being the south line of the said 10.82 acre tract and the south line of a 7.40 acre tract described in a deed of record in Volume 1253, Page 378 of the Official Public Records of Hays County, Texas, a distance of 804.50 feet to a 1/2" rebar with plastic "BYRN" cap found at the south corner of the 7.40 acre tract, same being in the northwest line of Lot 10, Block 3, McCarty Ranch, Phase One, a subdivision of record in Volume 7, Page 233 of the plat records of Hays County, Texas, also being at the northeast corner of the 272.027 acre tract;

THENCE with the northeast line of the 272.027 acre tract, same being the northwest and southwest lines of McCarty Ranch, Phase One, the following three (3) courses and distances:

1. South 39°48'33" West, a distance of 518.49 feet to a 1/2" rebar with plastic "BYRN" cap found;
2. South 45°52'43" East, a distance of 3715.29 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;

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3. South $42^{\circ}58'06''$ East, a distance of 676.96 feet to a fence post found at the south corner of McCarty Ranch, Phase One, same being the west corner of a 40.00 acre tract described in a deed of record in Volume 1960, Page 545 of the Official Public Records of Hays County, Texas;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the said 40.00 acre tract, the following two (2) courses and distances:

1. South $46^{\circ}10'19''$ East, a distance of 485.00 feet to a 9" cedar tree found;
2. South $45^{\circ}58'29''$ East, a distance of 680.33 feet to a 17" cedar tree found;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 40.00 acre tract and the southwest line of a 117.47 acre tract described in a deed of record in Volume 1685, Page 549 of the Official Public Records of Hays County, Texas, the following two (2) courses and distances:

1. South $47^{\circ}09'51''$ East, a distance of 586.34 feet to a 15" cedar tree found at an angle point in the common line of the 272.027 acre tract and the 117.47 acre tract;
2. South $45^{\circ}15'40''$ East, a distance of 130.55 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an interior corner of the 272.027 acre tract, same being in the southwest line of the said 117.47 acre tract;

THENCE North $45^{\circ}13'32''$ East, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1273.67 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract, same being in the southwest right-of-way line of McCarty Lane (right-of-way width varies), as shown on a plat of record in Volume 12, Page 397 of the Plat Records of Hays County, Texas;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest right-of-way line of McCarty Lane, the following two (2) courses and distances:

1. South $46^{\circ}57'23''$ East, a distance of 0.37 feet to a calculated point for a point of curvature;
2. With a curve to the left, having a radius of 2550.00 feet, a delta angle of $1^{\circ}54'05''$, an arc length of 84.62 feet, and a chord which bears South $47^{\circ}57'46''$ East, a distance of 84.61 feet to a 1/2" rebar found at an angle point in the north line of the 272.027 acre tract;

THENCE South $45^{\circ}13'08''$ West, continuing with the northeast line of the 272.027 acre tract and crossing the 117.47 acre tract, a distance of 1277.67 feet to a 1/2" rebar with

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plastic "Chaparral Boundary" cap found at an angle point in the northeast line of the 272.027 acre tract, same being in the southwest line of the 117.47 acre tract;

THENCE continuing with the northeast line of the 272.027 acre tract, same being the southwest line of the 117.47 acre tract, the following two (2) courses and distances:

1. South 45°15'40" East, a distance of 240.99 feet to a fence post found;
2. South 43°46'45" East, a distance of 418.48 feet to a fence post found at an east corner of the 272.027 acre tract, same being the north corner of a tract of land described in deed to Herold Abel, et ux., of record in Volume 542, Page 593 of the Deed Records of Hays County, Texas;

THENCE South 44°30'03" West, with the southeast line of the 272.027 acre tract, same being the northwest line of the said Abel tract, a distance of 1590.38 feet to a twin 6" and 5" cedar tree found at the south corner of the 272.027 acre tract, same being the west corner of the Abel tract, also being in the northeast line of a 425.38 acre tract described in a deed of record in Volume 194, Page 320 of the Deed Records of Hays County, Texas, conveyed in a deed of record in Volume 2211, Page 789 of the Official Public Records of Hays County, Texas;

THENCE South 45°37'47" East, with the southwest line of the said Abel tract, same being the northeast line of the 425.38 acre tract, a distance of 1265.80 feet to a 1/2" rebar with cap set in the northwest right-of-way line of F.M. 2439;

THENCE crossing the 425.38 acre tract, with the northwest right-of-way line of F.M. 2439, the following five (5) courses and distances:

1. South 47°51'14" West, a distance of 149.23 feet to a TxDOT Type II disk found;
2. South 42°43'35" West, a distance of 401.81 feet to a TxDOT Type II disk found;
3. South 48°06'50" East, a distance of 3.50 feet to a 1/2" rebar with cap set;
4. South 41°52'45" West, a distance of 389.25 feet to a 1/2" rebar with cap set for a point of curvature;
5. With a curve to the left, having a radius of 2929.79 feet, a delta angle of 7°29'35", an arc length of 383.15 feet, and a chord which bears South 38°09'58" West, a distance of 382.88 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the southwest line of the said 425.38 acre tract, also being in the northeast line of the said 160 acre;

THENCE continuing with the northwest right-of-way line of F.M. 2439, crossing the 160 acre tract, the following four (4) courses and distances:

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1. With a curve to the left, having a radius of 2929.79 feet, a delta angle of $01^{\circ}40'21''$, an arc length of 85.52 feet, and a chord which bears South $33^{\circ}35'26''$ West, a distance of 85.52 feet to a TxDOT Type II disk found;
2. South $39^{\circ}45'01''$ West, a distance of 551.11 feet to a calculated point;
3. South $36^{\circ}51'59''$ West, a distance of 703.47 feet to a TxDOT Type II disk found;
4. South $47^{\circ}04'26''$ West, a distance of 315.41 feet to a 1/2" rebar with aluminum "TxDOT" cap found in the northeast line of the said 1 acre tract;

THENCE continuing with the northwest right-of-way line of F.M. 2439, crossing the 1 acre tract, the following two (2) courses and distances:

1. South $47^{\circ}05'19''$ West, a distance of 165.17 feet to a calculated point;
2. South $48^{\circ}02'07''$ West, a distance of 43.80 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found in the southwest line of the 1 acre tract, at an east corner of the 160.033 acre tract;

THENCE South $48^{\circ}02'07''$ West, continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 160.033 acre tract, a distance of 89.38 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at an angle point in the southeast line of the 160.033 acre tract, same being the east corner of the 5.35 acre tract;

THENCE continuing with the northwest right-of-way line of F.M. 2439, same being the southeast line of the 5.35 acre tract, the following four (4) courses and distances:

1. South $48^{\circ}02'07''$ West, a distance of 169.34 feet to a TxDOT Type II disk found;
2. With a curve to the right, having a radius of 2160.65 feet, a delta angle of $10^{\circ}09'27''$, an arc length of 383.04 feet, and a chord which bears South $48^{\circ}29'42''$ West, a distance of 382.54 feet to a TxDOT Type II disk found;
3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of $01^{\circ}01'56''$, an arc length of 33.69 feet, and a chord which bears South $59^{\circ}31'17''$ West, a distance of 33.69 feet to a concrete highway monument found;
4. South $59^{\circ}53'31''$ West, a distance of 112.98 feet to the **POINT OF BEGINNING**, containing 1,292.449 acres of land, more or less.

9.123 ACRE SAVE & EXCEPT PARCEL

BEGINNING at a 1/2" rebar with plastic "RPLS 1847" cap found in the interior of the 464.870 acre tract, being the southeast corner of the said 9.123 acre tract, from which a

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found corner fence post of an 8' game fence at an interior corner in the southwest line of the 464.870 acre tract, same being the north corner of the 82.17 acre, bears South 33°35'28" East, a distance of 74.52 feet, also from which a found corner fence post of an 8' game fence at a south corner of the 464.870 acre tract, same being an angle point in the northwest line of the 82.17 acre tract, also being an angle point in the northeast line of the 80.17 acre tract, bears South 33°35'28" East, a distance of 74.52 feet, and South 43°31'39" West, a distance of 1186.42 feet;

THENCE crossing the interior of the 464.870 acre tract, the following eight (8) courses and distances:

1. South 70°44'34" West, a distance of 418.79 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
2. North 25°59'19" West, a distance of 220.18 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
3. North 08°41'57" West, a distance of 375.09 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
4. North 53°35'29" East, a distance of 211.87 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
5. North 75°38'16" East, a distance of 443.47 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
6. South 29°55'42" East, a distance of 268.08 feet to a 1/2" rebar with plastic "RPLS 1847" cap found;
7. South 23°04'57" West, a distance of 377.19 feet to a 1/2" rebar found;
8. South 23°16'20" West, a distance of 94.71 feet to the **POINT OF BEGINNING**, containing 9.123 acres of land, more or less.

5.036 ACRE SAVE & EXCEPT PARCEL

COMMENCING at a 1/2" rebar with cap set at the east corner of the said 70.00 acre tract, same being in the southwest line of the said portion of 425.38 acres, also being the north corner of a 160 acre tract described in a deed of record in Volume 192, Page 368 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with aluminum cap found bears South 46°41'01" East, a distance of 3014.54 feet, and a nail with shiner in a fence post found bears North 46°41'01" West, a distance of 3890.59 feet;

THENCE North 83°36'04" West, crossing the 70.00 acre tract, a distance of 820.34 feet to a 1/2" rebar with cap set for the south corner of the herein described tract, and the **POINT OF BEGINNING** hereof, from which a 1/2" rebar with plastic "Chaparral

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Boundary" cap found in the southwest line of the 70.00 acre tract, same being at the north corner of a 160.033 acre tract described in a deed of record in Volume 3087, Page 318 of the Deed Records of Hays County, Texas, also being at the east corner of a 464.870 acre tract described in a deed of record in Volume 3122, Page 356 of the Deed Records of Hays County, Texas, bears South 3°10'59" West, a distance of 412.73 feet;

THENCE continuing across the 70.00 acre tract and the portion of 425.38 acres, the following five (5) courses and distances:

1. North 29°13'22" West, a distance of 472.71 feet to a 1/2" rebar with cap set;
2. North 82°34'58" East, at a distance of 453.25 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 485.81 feet to a 1/2" rebar with cap set;
3. South 63°31'14" East, a distance of 293.44 feet to a 1/2" rebar with cap set;
4. South 9°27'27" East, a distance of 120.44 feet to a 1/2" rebar with cap set;

South 67°04'18" West, at a distance of 40.80 feet passing the northeast line of the 70.00 acre tract, same being the southwest line of the portion of 425.38 acres, and continuing for a total distance of 579.16 feet to the **POINT OF BEGINNING**, containing 5.036 acres of land, more or less.

Subtracting the Save & Except acreage of 9.123 acres and 5.036 acres from the Gross acreage of 1,292.449 acres leaves a Net acreage of 1,278.290 acres.

PART 2, 60.294 ACRES:

BEGINNING at a TxDOT Type II disk found at a point of curvature in the southeast right-of-way line of F.M. 2439 (Hunter Road, right-of-way width varies), same being a point of curvature in the northwest line of the said 55.400 acre tract;

THENCE with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following two (2) courses and distances:

1. North 47°04'30" East, a distance of 287.89 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. South 89°23'13" East, a distance of 31.54 feet to a 1/2" rebar with plastic "PBS&J" cap found in the southwest right-of-way line of Centerpoint Road (County Road No. 234, right-of-way width varies);

THENCE with the southwest right-of-way line of Centerpoint Road, same being the northeast line of the 55.400 acre tract, the following two (2) courses and distances:

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1. South 45°44'53" East, a distance of 777.45 feet to a 1/2" rebar with plastic "PBS&J" cap found;
2. South 45°30'51" East, a distance of 48.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the east corner of the 55.400 acre tract, same being in the northwest right-of-way line of the Union Pacific Railroad (212' right-of-way width), described in Volume 2056, Page 535 of the Official Public Records of Hays County, Texas;

THENCE South 46°38'59" West, with the northwest right-of-way line of the Union Pacific Railroad, same being the southeast line of the 55.400 acre tract, a distance of 2607.65 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the south corner of the 55.400 acre tract, same being in the northeast line of a 17.86 acre tract described in a deed of record in Volume 276, Page 322 of the Deed Records of Hays County, Texas;

THENCE North 45°27'58" West, with the southwest line of the 55.400 acre tract, same being the northeast line of the said 17.86 acre tract, a distance of 1095.36 feet to a 1/2" rebar with aluminum "TxDOT" cap found at the north corner of the 17.86 acre tract, same being the west corner of the 55.400 acre tract, also being in the curving southeast right-of-way line of F.M. 2439;

THENCE with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 5689.65 feet, a delta angle of 00°40'04", an arc length of 66.31 feet, and a chord which bears North 46°04'22" East, a distance of 66.31 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. North 46°24'24" East, a distance of 846.88 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
3. With a curve to the right, having a radius of 1870.08 feet, a delta angle of 13°29'07", an arc length of 440.14 feet, and a chord which bears North 53°08'57" East, a distance of 439.13 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
4. North 59°53'31" East, a distance of 79.74 feet to a 1" iron pipe found at a north corner of the 55.400 acre tract, same being the west corner of the said 4.894 acre tract;

THENCE continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 4.894 acre tract, the following three (3) courses and distances:

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1. North 59°53'31" East, a distance of 455.72 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found;
2. With a curve to the left, having a radius of 1950.08 feet, a delta angle of 01°02'45", an arc length of 35.60 feet, and a chord which bears North 59°30'17" East, a distance of 35.60 feet to a TxDOT Type II disk found;
3. With a curve to the left, having a radius of 3677.11 feet, a delta angle of 02°53'50", an arc length of 185.94 feet, and a chord which bears North 58°12'47" East, a distance of 185.92 feet to a 1/2" rebar with plastic "Chaparral Boundary" cap found at the north corner of the 4.894 acre tract, same being a west corner of the 55.400 acre tract;

THENCE continuing with the southeast right-of-way line of F.M. 2439, same being the northwest line of the 55.400 acre tract, with a curve to the left, having a radius of 3677.11 feet, a delta angle of 03°23'46", an arc length of 217.96 feet, and a chord which bears North 55°03'59" East, a distance of 217.93 feet to the **POINT OF BEGINNING**, containing 60.294 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

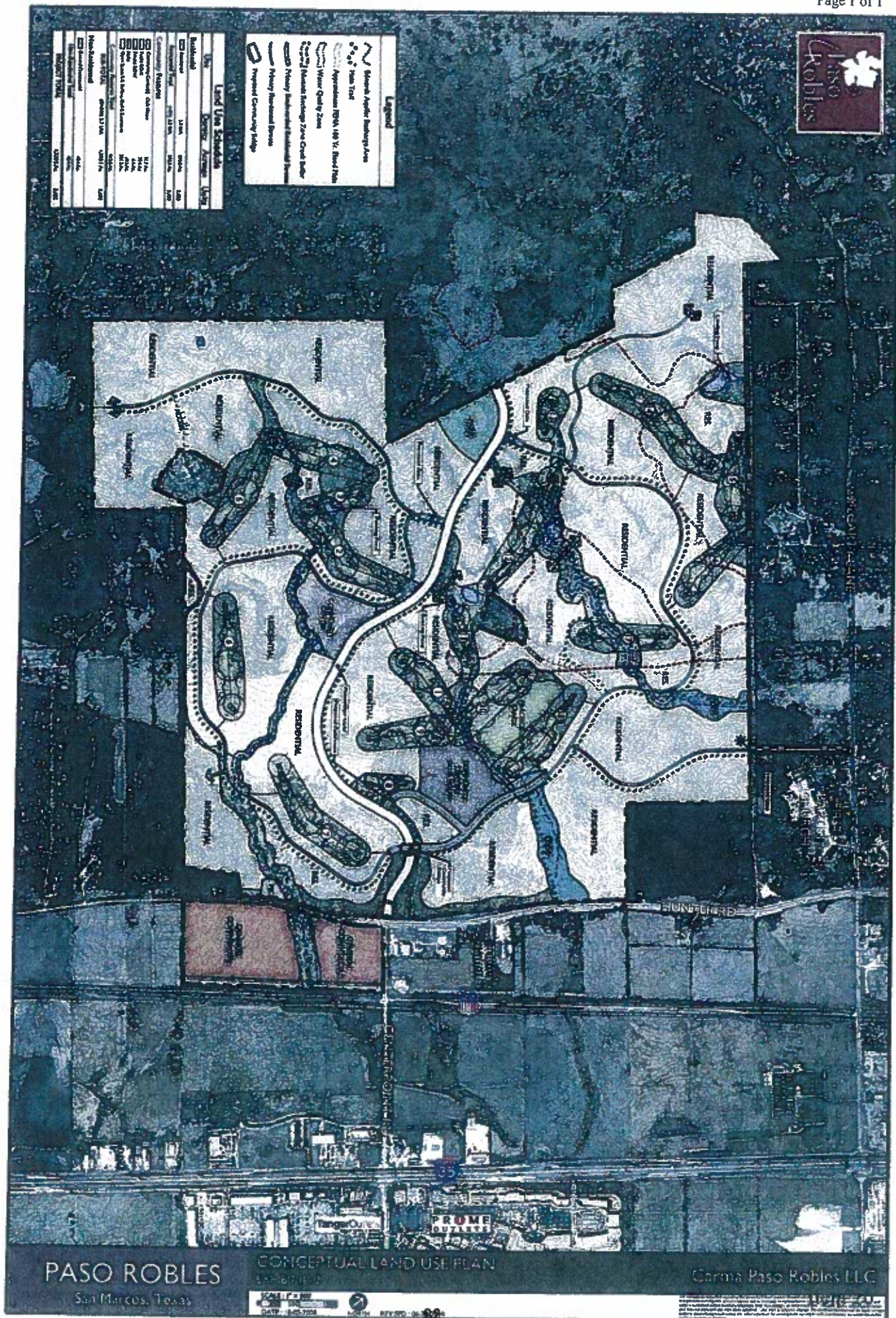
Attachments: Drawing 500-003-WAT-EXH. Caps placed on set rebars are plastic, stamped "Chaparral Boundary".

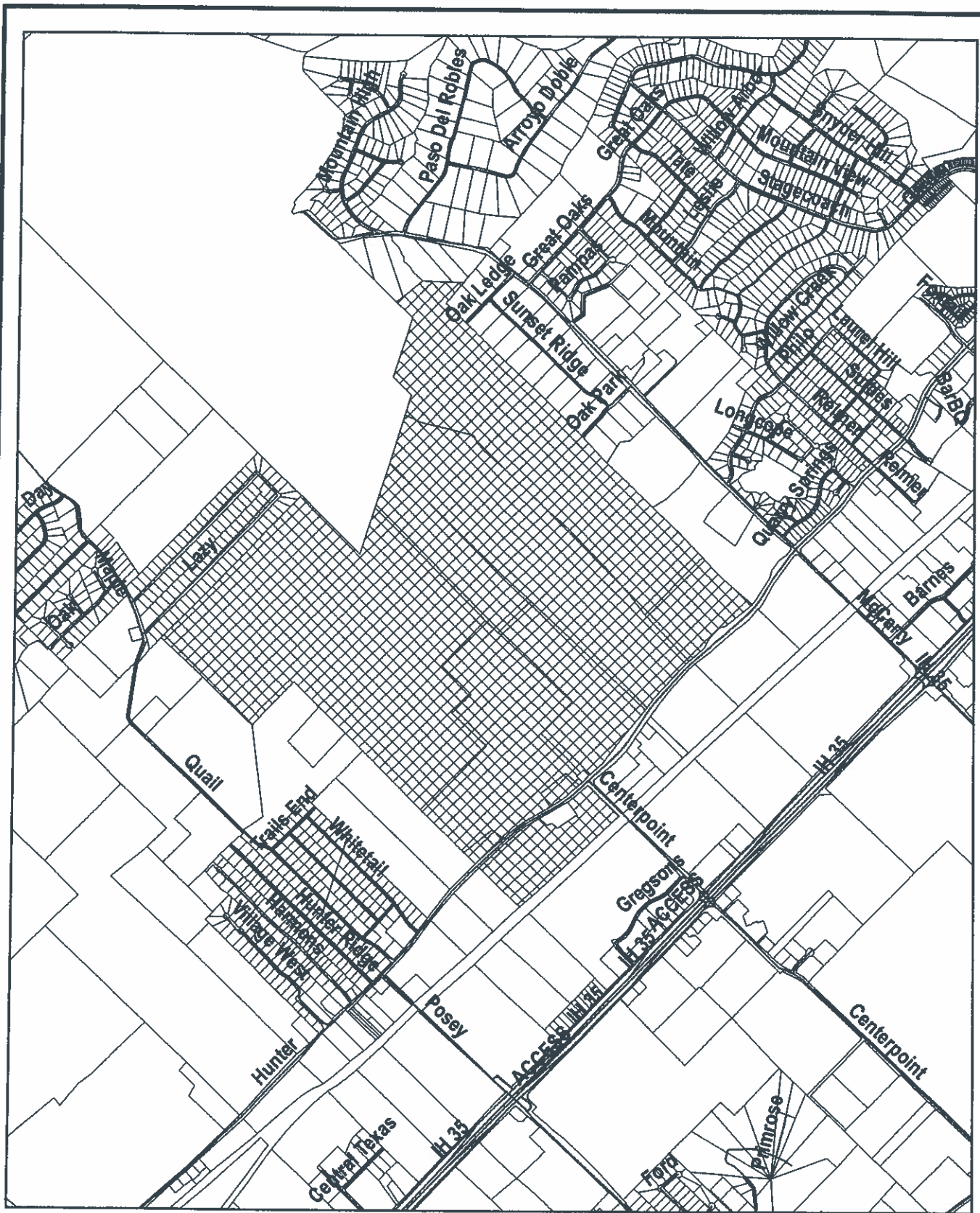

James Redmon
Registered Professional Land Surveyor
State of Texas No. 5848

8-26-08



EXHIBIT B





PDD-11-05 Paso Robles
 Map Date: July 21, 2011



This map was produced solely for geographic reference by the City of San Marcos- Planning and Development Services department. No warranty is made concerning the map's accuracy or completeness.



EXHIBIT C

PASO ROBLES

LIST OF TIRZ ELIGIBLE PUBLIC INFRASTRUCTURE AND IMPROVEMENTS

WATER

ITEM	DESCRIPTION	ESTIMATED COST
1	Hunter Road Water Lines	\$ 2,088,180
2	Soyars Tank Upgrades	\$ 2,303,910
3	Trunk Hill Tank	\$ 862,500
4	Trunk Hill Pumps	\$ 345,000
5	McCarty Tank Pumps	\$ 800,000
6	Regional Water Line Infrastructure	\$ 3,249,870
	Total Water Infrastructure	\$9,649,460

WASTEWATER

ITEM	DESCRIPTION	ESTIMATED COST
1	Regional Offsite Improvements	\$ 1,837,000

ROADS/DRAINAGE

ITEM	DESCRIPTION	ESTIMATED COST
1	Centerpoint Extension	\$ 7,828,540
2	Hunter Road Intersection Improvements	\$ 500,000

RECLAIMED WATER LINE

ITEM	DESCRIPTION	ESTIMATED COST
1	Reclaimed Water Line	\$ 2,185,000

Total Estimated Cost

\$22,000,000*

* The total reimbursable amount through the TIRZ will be limited to \$20,000,000 for all projects NOT including Hunter Road Widening.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on Ranch Road 12.
Possible action to follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition on or near McGregor Lane in Precinct 4.
Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: October 11, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: WHISENANT

SPONSORED BY: WHISENANT

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on RM 1826. Possible action to follow in open court.

CHECK ONE:	CONSENT	ACTION	X EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: WHISENANT

Summary to be provided in executive session.