

Commissioners Court -January 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. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **11<sup>TH</sup> day of January, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

1	3-4	Adopt a proclamation declaring January 17, 2011 as Dr. Martin Luther King, Jr. Day. <b>INGALSBE</b>
2	5-22	Presentation of CAPCOG (Capital Area Council of Governments) to the Commissioners Court. Presentation will include an overview of CAPCOG and responsibilities of Regional Councils. <b>CONLEY</b>

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

3	23	Approve payments of county invoices. <b>HERZOG</b>
4	24-26	Approve Commissioner Court Minutes of January 4, 2011 <b>COBB/GONZALEZ</b>
5	27	Approve reappointments of Parks and Open Space Advisory Board members for the County Judge and Precinct Two Commissioner. <b>COBB/JONES/HAUFF</b>
6	28-30	Approve utility permit <b>COBB</b>
7	31	Approve the re-appointment of John Roppolo to CAPCOG, Criminal Justice Advisory Committee. <b>INGALSBE</b>
8	32	Approve the reappointment of Jim Hollis and Mark Iberg to Hays County ESD #2 for an additional two year term, beginning January 1, 2011. <b>JONES</b>
9	33	Approve the reappointment of Susan Meckel to Hays County ESD #5 for an additional two year term, beginning January 1, 2011. <b>JONES</b>
10	34	Approve the reappointment of Scott Stevens, Jim Weatherford, and Paul Kaskie to Hays County ESD #8 for an additional two year term, beginning January 1, 2011. <b>JONES</b>
11	35-37	Ratify County Judge's signature on a Texas ESGP Local Government Certification Form for Community Action, Inc. <b>COBB</b>

**ACTION ITEMS**

**ROADS**

12	38-39	Hold a public hearing to establish traffic regulations on Marsh Lane in Shadow Creek subdivision. <b>JONES/BORCHERDING</b>
13	40-42	Discussion and possible action to consider release of the fiscal surety for the re-vegetation of street and drainage improvements for Shadow Creek Subdivision Phase 4, Section 1A & 2A. <b>JONES/GARZA</b>
14	43-44	Hold a public hearing to establish traffic regulations on Peabody Place Drive. <b>WHISENANT/BORCHERDING</b>

### SUBDIVISIONS

15	45-47	10-4-47 Re-subdivision of Lot 69, Rolling Oaks Subdivision, Section 4 (2 Lots). Discussion and possible action to consider approval of preliminary plan and call for a public hearing on February 8, 2011. <b>WHISENANT/GARZA</b>
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### MISCELLANEOUS

16	48-51	Discussion and possible action to authorize the County Judge to execute Change Order #3 with Harris Road Company for the Spring Lake (San Marcos Springs) Preserve project. <b>CONLEY/HAUFF</b>
17	52-53	Discussion and possible action to approve Resolution supporting the Guadalupe-Blanco River Authority application to the Texas Water Development Board for a Flood Protection Planning Grant. <b>CONLEY/HAUFF</b>
18	54-64	Discussion and Possible Action to authorize the County Judge to execute a Short Form Agreement between Hays County and HDR Engineering, Inc. for Professional Services related to the design of a traffic signal at the intersection of Wonderworld Drive and Stagecoach Trail. <b>INGALSBE</b>
19	65-66	Discussion and Possible Action to authorize the County Judge to execute a lease agreement between Hays County and the City of Mountain City. <b>JONES</b>
20	67	Discussion and Possible Action to approve the appointment of Mike Moore to Hays County ESD #5 to replace John Reilly, beginning January 11, 2011. <b>JONES</b>

### 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.

21	68	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. <b>WHISENANT</b>
22	69	Pursuant to Open Meetings Act, Texas Government Code 551.074, executive session to discuss personnel matters to deliberate the evaluation of department heads. Possible action may follow in open Court. <b>COBB/INGALSBE</b>

### STANDING AGENDA ITEM

23	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. <b>INGALSBE</b>
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. <b>COBB</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 7<sup>th</sup> day of January, 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: Adopt a proclamation declaring January 17, 2011 as Dr. Martin Luther King, Jr. Day.**

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

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Debbie Ingalsbe**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: See attached proclamation.**



**PROCLAMATION DECLARING JANUARY 17, 2011 AS  
DR. MARTIN LUTHER KING, JR. DAY**

**STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §**

**Whereas**, the people of the United States will observe the Dr. Martin Luther King, Jr., Federal Holiday on January 17, 2011, to honor the birthday of this significant civil rights leader who inspired profound and lasting change in our nation; and

**Whereas**, local, state and national organizations will remember this great man by living the theme of the 2011 holiday: "Now is the Time: Making Real the Promise;" and

**Whereas**, the purpose of this holiday is to encourage all Americans to fulfill Martin Luther King's vision of freedom, equality and opportunity for all people; and

**Whereas**, the Dunbar Heritage Association will commemorate the life and contributions of Dr. Martin Luther King, Jr. on Monday, January 17, 2011, with a special ceremony at the Hays County Courthouse, followed by a walk down Lyndon B. Johnson Drive to Martin Luther King Drive to the Dunbar Community Center for a birthday reception; and

**Whereas**, this special event celebrates the historic connection between President Johnson and Martin Luther King, Jr. as they transformed American civil rights in the 1960's.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Hays County Commissioners' Court does hereby proclaim the 17<sup>th</sup> day of January, 2011 as:

**DR. MARTIN LUTHER KING, JR. DAY**

And calls upon all citizens to honor the memory of Martin Luther King, Jr. and participate in local observances that commemorate his important contributions to our nation.

**ADOPTED THIS THE 11<sup>TH</sup> DAY OF JANUARY, 2011**

\_\_\_\_\_  
**Bert Cobb**  
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 Q. Gonzalez**  
Hays County Clerk

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

**AGENDA ITEM:** Presentation of CAPCOG (Capital Area Council of Governments) to the Commissioners Court. Presentation will include an overview of CAPCOG and responsibilities of Regional Councils.

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

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Betty Voights

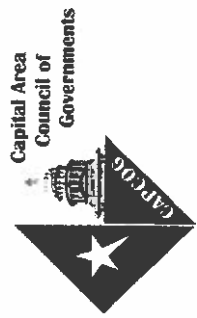
**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

CAPCOG is celebrating their 40 year anniversary this year. In recognition of that event they would like to make a 15 minute presentation to each county and municipality in the area to let everyone know more about what they are doing.

# **Capital Area Council of Governments**

## **40th Anniversary Update**

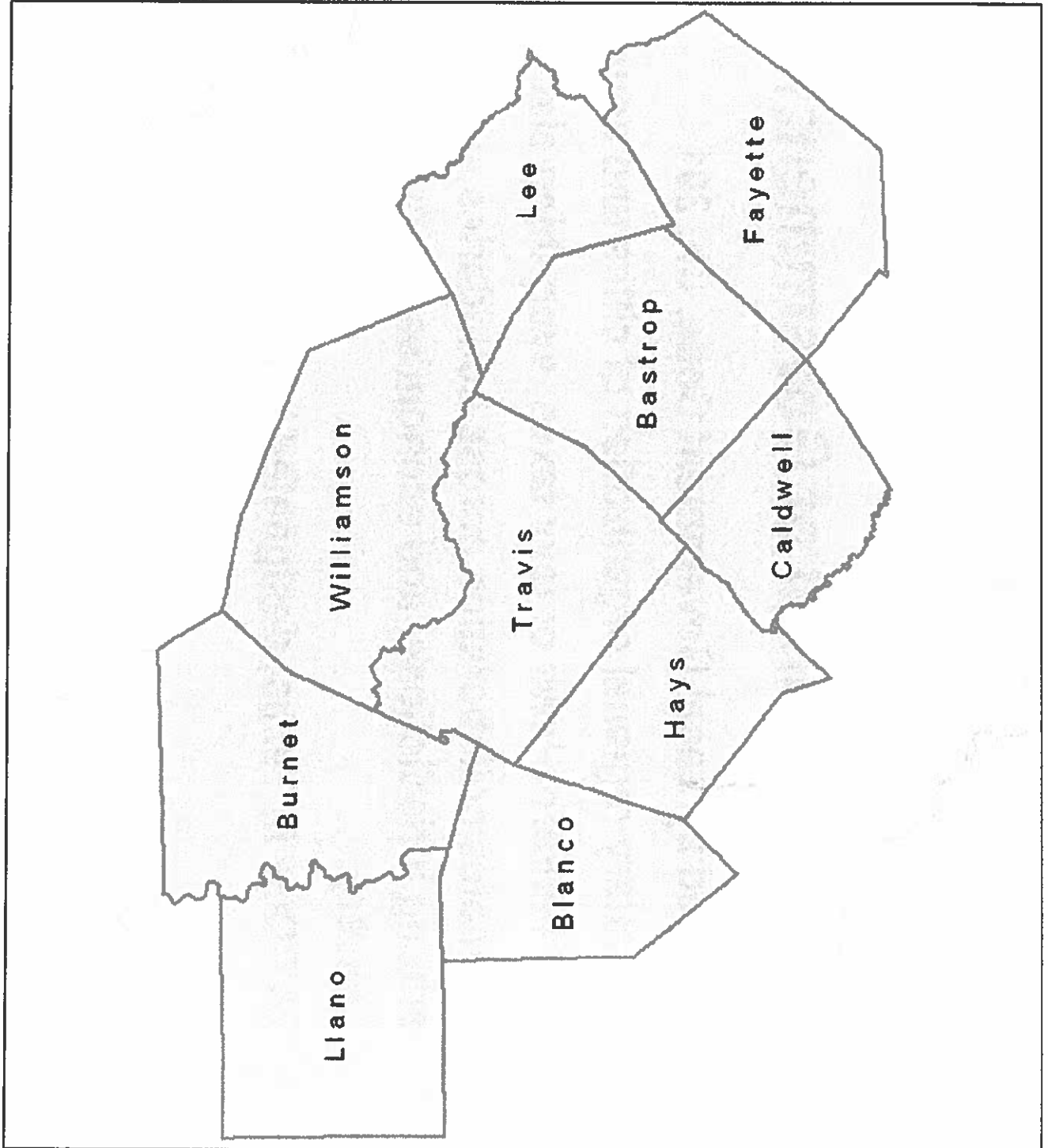
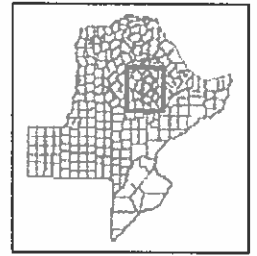


**Capital Area  
Council of  
Governments**  
*County Service Area*

Bastrop  
Blanco  
Burnet  
Caldwell  
Fayette  
Hays  
Lee  
Llano  
Travis  
Williamson



Overview Map





## **What is a Council of Government?**

- **Enabled by Local Government Code, Ch. 391**
- **Voluntary regional organization of cities and counties.**
- **Can't enforce laws or levy taxes; everything else is optional.**
- **Promotes collaboration across boundaries, coordination among jurisdictions, and economies of scale in program delivery.**
- **24 COGs in Texas; designated by Governor**



## **Capital Area Council of Governments 40<sup>th</sup> Anniversary Update**



# **Governing Body**

- **All members form General Assembly**
- **General Assembly elects Executive Committee annually:**
  - **two representatives from Travis County;**
  - **one representative from each of the other nine counties in State Planning Region 12;**
  - **one representative from the City of Austin;**
  - **one representative from a city with a population in excess of one hundred thousand (100,000);**
  - **four representatives from cities with populations between 25,000 and 100,000;**
  - **five representatives from cities with populations under 25,000; and**
  - **three at-large members.**

# Capital Area Council of Governments 40<sup>th</sup> Anniversary Update

## 2011 CAPCOG Executive Committee

### Membership

#### Bastrop County

Judge Ronnie McDonald

Mayor Marc Holm - City of Elgin

#### Hays County

Judge-Elect Bert Cobb

Commissioner Will Conley

Councilmember Fred Terry - City of San Marcos

Councilmember Ron Fletcher - City of Buda

#### Blanco County

Judge Bill Guthrie

#### Burnet County

Judge Donna Klaeger

Commissioner Bill Neve

Mayor Frank Reilly - City of Granite Shoals

#### Llano County

Judge Wayne Brascom

#### Caldwell County

Judge-Elect Tom Bonn

Mayor Ray Sanders-City of Lockhart

#### Fayette County

Judge Ed Janecka

#### Lee County

Commissioner Maurice Pitts

#### Travis County

Judge Sam Biscoe

Commissioner Karen Huber

Mayor Caroline Murphy - City of Bee Cave

Councilmember Chris Riley - City of Austin

Mayor Jeff Coleman - City of Pflugerville

#### Williamson County

Judge Dan A. Gattis

Mayor Pro Tem Pat Berryman - City of Georgetown

Commissioner Cynthia Long

Mayor Alan McGraw-City of Round Rock

Councilmember Scott Mitchell, City of Cedar Park

#### 2011 Officers Proposed

**Chairman** - Commissioner Will Conley-Hays County

**1st Vice Chair** - Judge Donna Klaeger- Burnet County

**2nd Vice Chair** - Mayor Alan McGraw - City of Round Rock

**Secretary** -Judge Wayne Brascom-Llano County

**Past Chair** - Mayor Caroline Murphy-City of Bee Cave





## How are we funded?

• Federal funds	\$ 271,427
• Federal thru State	\$ 4.6 million
• State direct funding	\$ 12.1 million
• Membership dues	\$ 205,000
• Contracts for services, program income, pass-through	\$ 3.7 million
• Total budget	\$ 20.8 million

\*Numbers presented are from the approved FY 2011 CAPCOG Budget

**Capital Area Council of Governments  
40<sup>th</sup> Anniversary Update**



## **Divisions**

- **Area Agency on Aging**
- **Community & Economic Development**
- **Emergency Communications**
- **Homeland Security**
- **Regional Services**
- **Regional Training Academy**
- **Administration/Finance/Operations**



## Area Agency on Aging

- **Contract**  
Home repair, meals, homemaker, asst for vision/dental/hearing.  
Transportation, senior centers, meals
- **Benefits counseling, I&R, care coordination**
- **Ombudsman and planning**
- **Caregiver**
- **Falls Prevention & Respite Care Coordination**



## Community & Economic Development

- Information Clearinghouse
- State Data Center affiliate
- Demographics, Economic Data, Impact Analyses, Studies
- Community and economic development planning and technical assistance:
  - Strategic planning
  - Downtown development
  - Targeted redevelopment, reinvestment



## Emergency Communications

- Planning and technical assistance to 32 Public Safety Answering Points (PSAP's).
- Regional Plan for 9-1-1 Service
  - Purchase & Maintain call taker equipment in PSAPs
- GIS Mapping for Caller Location including wireless
- Train Telecommunicators
- Public Education – Red E. Fox to Cellphone Sally
- Manage infrastructure for region-wide 9-1-1 services



## **Homeland Security**

- **Planning & regional coordination**
  - Regional Preparedness, Technical Response, Public Health/Medical, Long-term Interoperability**
- **Strategic Plan**
- **Equipment & training**
- **Management tools – ENS (reverse 911), WebEOC**
- **Radio communications interoperability**





## **Regional Services**

- **Air Quality Planning**
  - New EPA Standard
- **Criminal Justice Planning and Funding**
  - First round in February
- **Solid Waste Planning and Grants**
  - Vacant Landfill Inventory Update
- **Transportation and Land Use Planning**
  - RPOs planning non-MPO areas
  - The next county transportation plan
- **Geographic Information Services (GIS)**



## **Regional Training Academy**

- **Basic Peace Officer Certification Course (BPOC)**
- **In-Service Continuing Education for Current Law Enforcement Officials**
- **Jailer's Course**
- **Annual Survey of Training Needs**



## **Administrative Services**

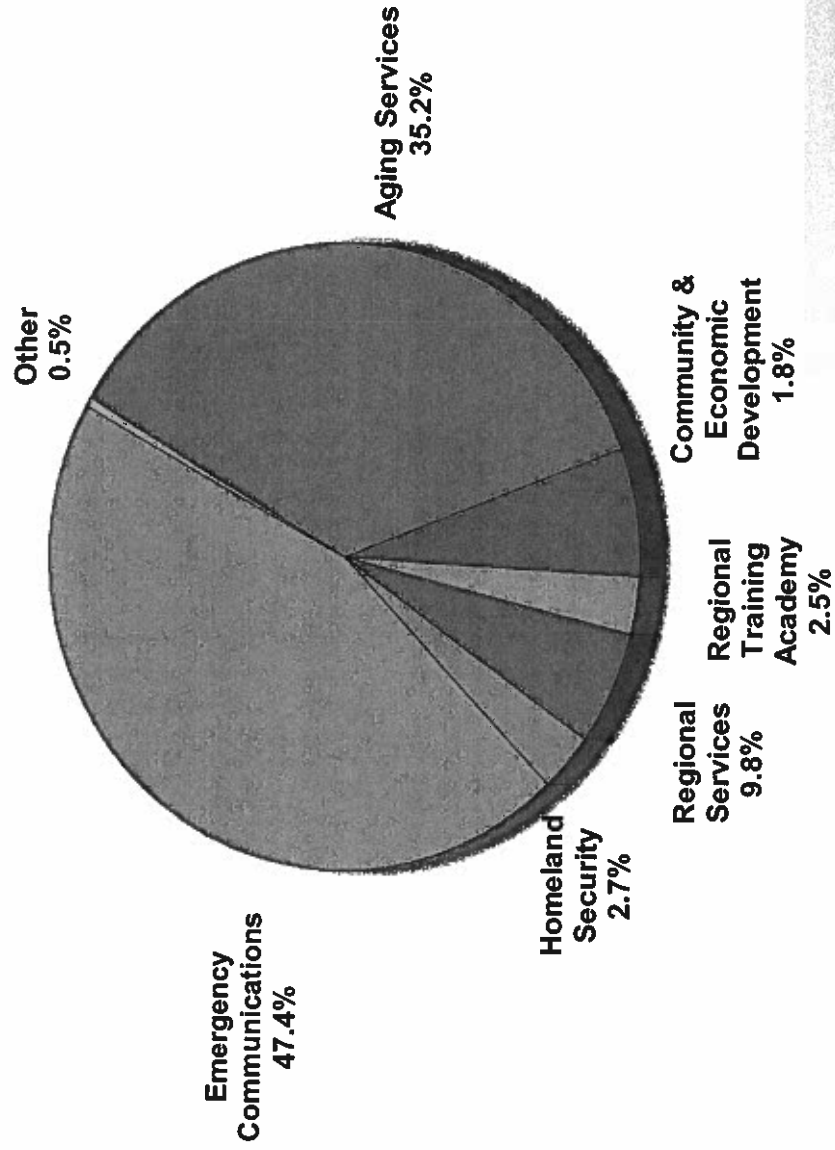
- **General Management**
- **Finance**
- **Grants and Contracts Management**
- **Operations & Human Resources**
- **Information Technology**
- **Total FTEs - 12**
- **Indirect costs for FY 2011 - \$638K (9.35%)**

# Capital Area Council of Governments 40<sup>th</sup> Anniversary Update



## CAPITAL AREA COUNCIL OF GOVERNMENTS FY 2010-2011

Budget Expenditures by Program Area  
(including pass through funding)





## **2011 Projects**

- **CAPCOG Training Center**  
**Economic Development for Elected Officials, Managing a Disaster, Advanced GIS, Human Resources Issues**
- **HUD Sustainable Communities Planning Grant – regional consortium planning**
- **RTA Mobile Use-of-Force Simulator Training**
- **Smart-Grid – Innovation Clusters project**
- **Geospatial Base Map Project**
- **Next Gen 9-1-1**

**Capital Area Council of Governments  
40<sup>th</sup> Anniversary Update**



**Betty Voights  
Executive Director  
Capital Area Council of Governments  
Direct: 512.916.6008 ~ Fax: 512.916.6001  
bvoights@capcog.org ~ [www.capcog.org](http://www.capcog.org)**

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

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

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

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

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

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

**PREFERRED MEETING DATE REQUESTED: 1/11/11**

**AMOUNT REQUIRED: None**

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

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog**

**SUMMARY:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF JANUARY 4, 2011**

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

**PREFERRED MEETING DATE REQUESTED: JANUARY 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 4<sup>TH</sup> DAY OF JANUARY 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	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Janice Jones gave the invocation and Commissioner Conley led the court in the pledge of allegiance to the flags. Judge Cobb called the meeting to order.

**27699 PRESENTATION OF CEREMONIAL SWEARING IN OF ALL NEWLY AND RE-ELECTED OFFICIALS TO HAYS COUNTY AND APPROVE THE ACCEPTANCE OF OFFICIAL BONDS**

Justice of the Peace Pct 3 Andrew Cable gave the ceremonial swearing in of all newly and re-elected officials. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve the Official Bonds. All voting "Aye". MOTION PASSED

**PUBLIC COMMENTS**

Alan Cameron, Roger Kew, Sharri Boyett made public comments.

**27700 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion made by Commissioner Conley, seconded by Commissioner Jones to approve payments of county invoices in the amount of \$1,201,191.42 as submitted by the County Auditor. All Voting "Aye" MOTION PASSED

**27701 APPROVE COMMISSIONER COURT MINUTES OF DECEMBER 14 & 21, 2010.**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve Commissioner Court Minutes of December 14 & 21, 2010 as presented by the County Clerk. All voting "Aye" MOTION PASSED

**27702 APPROVE RENEWAL OF RFP #2005-P01 "INMATE TELEPHONE SYSTEM" WITH SECURUS FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL PROPOSAL**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve the renewal of RFP #2005-p01 "Inmate Telephone System with Securus for one (1) additional Year All voting "Aye" MOTION PASSED

**APPROVE RE-APPOINTMENT OF PARKS AND OPEN SPACE ADVISORY BOARD MEMBERS**

A motion was made by Judge Cobb, seconded by Commissioner Conley to table this item for two weeks to be able to speak to Mr. Camp All voting "Aye" MOTION PASSED

**27703 RATIFY ACCEPTANCE OF A GRANT AWARD FROM THE TASK FORCE ON INDIGENT DEFENSE FOR \$71,325.00**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve the ratify acceptance of a grant award from the task force on indigent defense for \$71,325.00 All voting "Aye" MOTION PASSED

**27704 AUTHORIZE DISPOSAL OF ADDITIONAL COMPUTER EQUIPMENT IN THE COUNTY'S AUCTION**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to authorize disposal of additional computer equipment in the county's auction All voting "Aye" MOTION PASSED



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JANUARY 4, 2011

**27705 APPOINT SHARRI BOYETT TO THE SAN MARCOS ANIMAL SHELTER ADVISORY COMMITTEE**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to appoint Sharri Boyett to the San Marcos Shelter Advisory Committee All voting "aye" MOTION PASSED

**27706 AUTHORIZE COUNTY JUDGE TO SIGN THE ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PRIORITY ROAD BOND PROJECT CONSISTING OF THE CONSTRUCTION OF TURN LANES ON US 290 FROM RR 12 (MIGHTY TIGER LANE) TO MCGREGOR LANE.**

A motion was made by Commissioner Conley, seconded by Commissioner Jones to sign the advance funding agreement with the Texas Department of Transportation for the priority road bond project All voting "Aye" MOTION PASSED

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to adjourn court All voting "Aye". MOTION PASSED

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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 JANUARY 4, 2011




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

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

**AGENDA ITEM: Approve reappointments of Parks and Open Space Advisory Board members for the County Judge and Precinct Two Commissioner.**

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

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Cobb/Jones/Hauff**

**SPONSORED BY: Cobb/Jones**

**SUMMARY:**

**Reappointments by County Judge Bert Cobb, M.D. include Jon Engel, Kathy Boydston and Linda Tenorio; by Commissioner Precinct 2 Mark Jones members include Jim Camp, Barbara Vinson and Jeff Kaufmann.**

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

**AGENDA ITEM:** Approve utility permit

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Todd Spencer

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

**Permit #**

**Road Name:**

**Type of Utility:**

827

Tunersville Road (CR 105)

Water Line

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and  
PLANNING DEPARTMENT**



**UTILITY PERMIT APPROVAL**

Approval of Utility Permit: # 827

Application Date: 12/16/2010

Commissioner Court Approval Date: 1/11/2011

Company Name: **CASH CONSTRUCTION**

Company Address: 18307 Heatherwilde Blvd  
PFLUGERVILLE, TX, 78667

Company Phone: PFLUGERVILLE, TX, 78667

Company Contact: Nathan

Type of Utility: 12" wastewater line and 10" force main

Road Name: TURNERSVILLE ROAD (CR 105)

Subdivision: N/A

Pct #: 2

Specs: **Per engineered plans**

County Provisions: **Min 36" in depth, traffic control required, flowable fill required for backfill  
under roadway, erosion controls required**

827



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

## Application for Installation

### Utility Line on Hays County Right of Way

Date: 12/16/2010

Formal notice is hereby given that Cash Construction  
Company proposes to place a 12" Gravity Wastewater and 10" Force Main  
line within the right-of way of Turnersville Road  
as follows: (give location, length, general design, etc.) Approximately 75 linear feet east of Old CR 118 as part of  
the contract for the North Sunfield Lift Station and Force Main project designed by Murfee Engineering  
Company, Inc. for US FOODS

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

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

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

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

The location and description of the proposed line and appurtenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 22 day of DECEMBER, 2010.

General Special Provisions:

BLUE-PRINTS  
ON FILE

HCRD

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Cash Construction Company

Title Paul Hunsaker

By (Print) Nathan R. Hunsaker

Address 18307 Heatherwilde Blvd

Signature [Signature]

Pflugerville, TX 78667

Phone (512) 251-7872

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	Inspector	1/6/11
Signature	Title	Date

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve the re-appointment of John Roppolo to CAPCOG, Criminal Justice Advisory Committee.**

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

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Debbie Ingalsbe**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Approve the reappointment of Jim Hollis and Mark Iberg to Hays County ESD #2 for an additional two year term, beginning January 1, 2011.

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Jim Hollis and Mark Iberg have agreed to stay on for an additional two year term to expire in December 2012.



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Approve the reappointment of Susan Meckel to Hays County ESD #5 for an additional two year term, beginning January 1, 2011.

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Susan Meckel has agreed to stay on for an additional two year term to expire in December 2012.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Approve the reappointment of Scott Stevens, Jim Weatherford, and Paul Kaskie to Hays County ESD #8 for an additional two year term, beginning January 1, 2011.

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Scott Stevens, Jim Weatherford, and Paul Kaskie have agreed to stay on for an additional two year term to expire in December 2012.

## *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: Ratify County Judge's signature on a Texas ESGP Local Government Certification Form for Community Action, Inc.**

<b>CHECK ONE:</b>	<b>X CONSENT</b>	<b>ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:**

**AMOUNT REQUIRED: \$**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: COBB**

**SUMMARY: see attached**

## Attachment 6-E: Local Government Certification Form for Private Non-Profit Organizations

I, (Type Name) Judge Bert Cobb, duly authorized to act on behalf of (City or County) Hays County, hereby approve the Emergency Solutions Grants Program project application submitted to the Texas Department of Housing and Community Affairs by (Name of Private Nonprofit Organization): Community Action, Inc. of Hays, Caldwell, and Blanco Counties and certify that the application activities are to be located in the city or county named above.

Title: Hays County Judge

Date: 1-6-2011

Signature: Bert Cobb

The State of Texas will distribute ESGP funds to private nonprofit organizations only if the unit of general local government (any city or county) in which the proposed activities are to be located certifies that it approves the project.

## Lon Shell

---

**From:** Janice Jones  
**Sent:** Wednesday, January 05, 2011 8:47 AM  
**To:** Lon Shell  
**Subject:** FW: Local Govt Certification Form for the ESGP grant  
**Attachments:** 11-ESGPapp-Attach6E.doc

---

**From:** Carole Belver [<mailto:cbelver@communityaction.com>]  
**Sent:** Tuesday, January 04, 2011 3:45 PM  
**To:** Janice Jones  
**Subject:** FW: Local Govt Certification Form for the ESGP grant

Hi Janice, it was nice to talk to you this afternoon. Attached is the form that I was referring to. The Emergency Shelter Grant application is due this Thursday at 5:00 to the Texas Department of Housing and Community Affairs. Sorry for the short turn around, but as I mention earlier the Hays Caldwell Women's Center has been the lead for this grant for a number of years with Community Action a co-recipient. After researching the grant a bit more last Friday, Marla Johnson and I agreed that year Community Action should take the lead this year and have the women's center as a co-recipient. If you or the Judge should have any questions, please give me call at 512-392-1161, ext 328 or Tina Morrow at 512-392-1161, ext 309. I would be happy to pick up the signed document or you may fax it to 512-392-3530. Thank you, Carole Belver, Executive Director, Community Action, Inc.

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Hold a public hearing to establish traffic regulations on Marsh Lane in Shadow Creek subdivision.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Request to hold a public hearing to establish a 15 MPH school zone speed limit w/ flasher light and accompanying pedestrian signs on Marsh Lane in Shadow Creek subdivision for Ralph Pfluger Elementary School (see attached map).

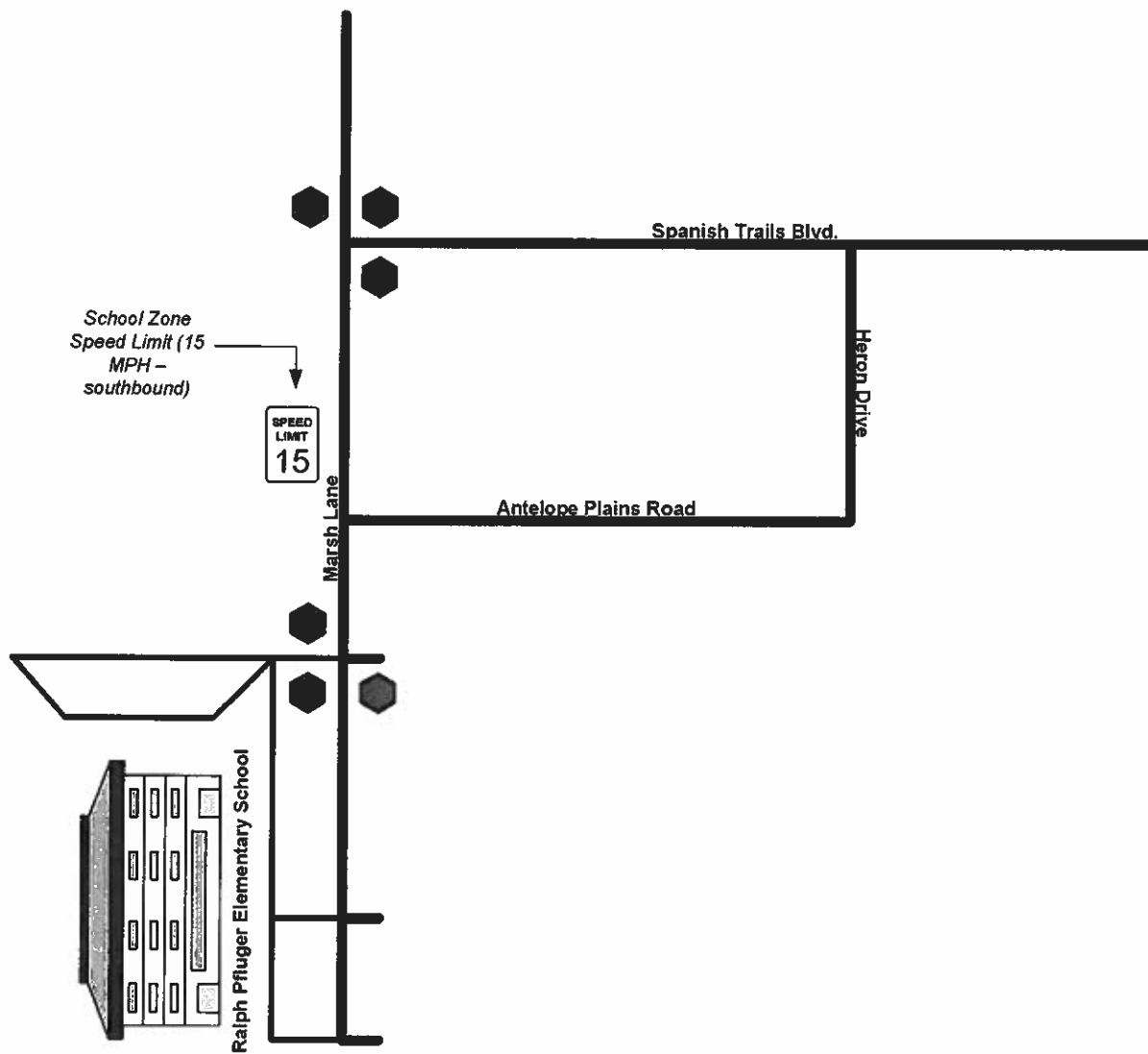
**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

## School Zone Traffic Regulations for Ralph Pfluger Elementary (Pct. 2)



***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 consider release of the fiscal surety for the re-vegetation of street and drainage improvements for Shadow Creek Subdivision Phase 4, Section 1A & 2A.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED:** January 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:**

Staff recommends release of the fiscal surety being held for the re-vegetation of the street and drainage improvements for Shadow Creek Subdivision Ph. 4, Section 1A & 2A. Unlike maintenance surety, there isn't a set time limit for holding fiscal surety for re-vegetation. The surety was accepted by court action on August 24, 2010 in the form of a \$10,485.00 cash bond.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



**Hays County Revegetation Estimate for Shadow Creek Phase 4, Sections 1a and 2a**

<b>Section 1a Revegetation Estimate (value based on bid)</b>					
<b>Bid</b>					
<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total</b>
E1	8,001	SY	Permanent Hydromulch Seeding	\$0.50	\$4,000.50
<b>TOTAL ESTIMATED REVEGETATION COSTS FOR Section 1a</b>					<b>\$4,000.50</b>
<b>Section 2a Revegetation Estimate (value based on bid)</b>					
<b>Bid</b>					
<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total</b>
E1	12,969	SY	Permanent Hydromulch Seeding	\$0.50	\$6,484.50
<b>TOTAL ESTIMATED REVEGETATION COSTS FOR Section 2a</b>					<b>\$6,484.50</b>
<b>TOTAL ESTIMATED REVEGETATION COSTS</b>					<b>\$10,485.00</b>

Hays Shadow Creek Development, Inc.  
3600-B N. Capital of Texas Highway, Suite 320  
Austin, TX 78746  
(512) 329-6600

BANK OF AMERICA, NA  
AUSTIN, TX 78746  
35-2/1130

2505

8/24/2010

PAY TO THE ORDER OF Hays County Treasurer \$ \*\*10,485.00  
Ten Thousand Four Hundred Eighty-Five and 00/100\*\*\*\*\*

DOLLARS

Hays County Treasurer  
1251 Civic Center Loop  
San Marcos, TX 78666

MEMO: Shadow Creek Ph 4, Sec 1A & 2A reveg fiscal

⑈002505⑈ ⑆113000023⑆ 005748113762⑈

RE: SHADOW CREEK PHASE 4 SEC. 1A & 2A

HAYS SHADOW CREEK DEVELOPMENT INC. PRESENTED CHECK #2505 IN  
THE AMOUNT OF \$10,485.00 PAYABLE TO THE HAYS COUNTY TREASURER  
TO BE DEPOSITED TO COVER REVEG FISCAL SURETY FOR THE ABOVE  
REFERENCED SUBDIVISION

THIS CASH BOND WILL BE RETURNED UPON RELEASE BY THE  
HAYS COUNTY COMMISSIONERS' COURT.

THE CHECK WAS RECEIVED FOR DEPOSIT BY THE HAYS COUNTY

TREASURER'S OFFICE ON 8/25, 2010.

Mary H. Herrera

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Hold a public hearing to establish traffic regulations on Peabody Place Drive.**

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

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Whisenant**

**SUMMARY:**

**To establish: a 20 MPH school zone speed limit w/ flasher light and accompanying pedestrian signs at the request of the Dripping Springs ISD (see attached map).**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

THIS WILL CLEAR  
DRIVEWAYS & TREES



## TRAFFIC CONTROL PLAN & PARKING IMPROVEMENTS

**Cunningham | Allen, Inc.**  
Engineers • Surveyors  
Tel: (512) 327-2041  
www.cunningham-allen.com  
TOWNSHIP AND COUNTY

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## *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:**

**10-4-47 Re-subdivision of Lot 69, Rolling Oaks Subdivision, Section 4 (2 Lots). Discussion and possible action to consider approval of preliminary plan and call for a public hearing on February 8, 2011.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Garza**

**SPONSORED BY: Whisenant**

**SUMMARY:**

**The Rolling Oaks Subdivision is a recorded subdivision located off of F.M. 3237 in Precinct 4. Section 4 was originally divided in 1969 and at that time there were 141 lots in the section. Today there are 158 taxable parcels on the CAD records. Lot 69 is 5.46 acres as platted but the proposed configuration will divide the lot into 2 parcels of 2.73 acres in size. Both lots will be served by OSSFs and individual water wells.**

RESUBDIVISION OF LOT 69  
ROLLING OAKS, SECTION FOUR  
ESTABLISHING LOT 69A & LOT 69B  
A SUBDIVISION IN  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, WE, ALEN ZUKANOVIC, VALENTINA ZUKANOVIC AND REDZO ZUKANOVIC, OWNERS OF A RECORD 8.11 ACRE TRACT OF LAND, OUT OF THE JESSIE PIERCE SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED MAY 21, 2007, AND RECORDED IN VOLUME 3470, PAGE 32, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, HAVE AND EXCEPT THAT PORTION DEDICATED AND ACCEPTED BY HAYS COUNTY FOR ROADWAY PURPOSES, DO HEREBY SUBDIVIDE 5.46 ACRES OF LAND TO BE KNOWN AS "RESUBDIVISION OF LOT 69, ROLLING OAKS, SECTION FOUR ESTABLISHING LOT 69A & LOT 69B" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, REDZO ZUKANOVIC AND VALENTINA ZUKANOVIC AND ALEN ZUKANOVIC HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010.

REDZO ZUKANOVIC  
OWNER

DATE

VALENTINA ZUKANOVIC  
OWNER

DATE

REDZO ZUKANOVIC  
OWNER

DATE

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REDZO ZUKANOVIC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
COMMISSION EXPIRES  
PRINT NAME

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VALENTINA ZUKANOVIC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
COMMISSION EXPIRES  
PRINT NAME

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REDZO ZUKANOVIC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
COMMISSION EXPIRES  
PRINT NAME

GENERAL NOTES

- 1) ALL LOTS WITHIN THIS RESUBDIVISION ARE PROHIBITED FROM FURTHER SUBDIVISION.
- 2) TIED REGULATED DEVELOPMENT IS PROHIBITED.
- 3) EROSION/SEDIMENTATION CONTROL IS REQUIRED FOR ALL CONSTRUCTION, INCLUDING SINGLE FAMILY LOTS.

APPROVAL OF THIS PRELIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE COUNTY'S LAND DEVELOPMENT REGULATIONS IN THE FINAL PLAT. CONSTRUCTION PLAN OR SITE PLAN STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE COUNTY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO ADJUST THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER COUNTY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.

ENVIRONMENTAL HEALTH NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, OR TO BEHIND WATER SUPPLY AND WATER QUALITY. PROTECTIVE PROPERTY BARRIERS ARE CAUTIONED BY THE COUNTY TO PROTECT THE SCATTER CONCERNING GROUND WATER AVAILABILITY. RUN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY BE THE BEST AVAILABLE WATER SOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

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

JERRY BORCHERS, DIRECTOR  
RESOURCE, PROTECTION, TRANSPORTATION  
AND PLANNING  
HAYS COUNTY ENVIRONMENTAL HEALTH

DATE

TON POPE, P.E., C.F.M.  
HAYS COUNTY RESOURCE PROTECTION,  
TRANSPORTATION AND PLANNING  
FLOODPLAIN ADMINISTRATOR

DATE

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010.

ELIZABETH SUTHER  
COUNTY CLERK  
HAYS COUNTY, TEXAS

LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2010.

LINDA FRITSCH  
COUNTY CLERK  
HAYS COUNTY, TEXAS

DRIVEWAY NOTES

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

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THE WATER COURSES DEPICTED ON THIS PLAN HAVE BEEN ACCURATELY REFLECTED IN A GENERAL LOCATION AND THAT NO OTHER SENSITIVE FEATURES EXIST.

DANIEL R. (ROCKY) EDWARDS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5476

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION SPECIFICATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

DANIEL R. (ROCKY) EDWARDS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5476  
PO BOX 991  
WIMBERLEY, TEXAS 78676  
512-847-3827

DATE

PRELIMINARY FOR REVIEW PURPOSES ONLY

**RESUBDIVISION OF LOT 69  
ROLLING OAKS SECTION FOUR  
ESTABLISHING LOT 69A & LOT 69B  
A SUBDIVISION IN  
HAYS COUNTY, TEXAS**

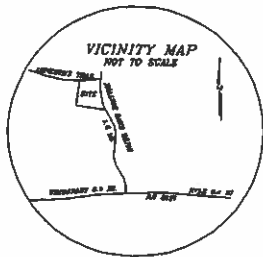
**PRELIMINARY FOR REVIEW PURPOSES ONLY**

**NOTES:**

- 1) THESE LOTS ARE NOT LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF ANY MUNICIPALITY.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP CORRIDGITY PANEL NO. 48090C000P, DATED SEP. 2, 2005, PORTIONS OF THIS TRACT ARE LOCATED IN ZONE A AND SHOULD BE CONTAINED WITHIN THE BOUNDARIES OF THE DRAINAGE EASEMENT SHOWN HEREIN.
- 3) THIS SUBDIVISION IS NOT WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- 4) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON CREEK SEGMENT OF THE EDWARDS AQUIFER.
- 5) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VIMBERLEY INDEPENDENT SCHOOL DISTRICT.
- 6) ALL CULVERTS SHALL BE 18" MINIMUM DIAMETER.
- 7) THE FOLLOWING PUBLIC UTILITY EASEMENT WAS GRANTED IN VOLUME 1456, PAGE 73, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS: 10' ALONG ALL LOT LINES.
- 8) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VIMBERLEY HAYS COUNTY ESD #3.
- 9) THIS SUBDIVISION IS IN THE BOUNDARIES OF THE VIMBERLEY RURAL FIRE DISTRICT #4.

LINE	BEARING	DISTANCE
L1	N 05°31'10" E	64.83'
L2	S 05°31'10" W	64.83'
L3	S 82°31'00" E	84.67'
L4	N 02°31'00" W	84.67'

CURVE	DELTA ANGLE	RADIUS	ARC	CHORD	CHORD BEARING
1	10°48'28"	318.58'	55.74'	55.66'	N 87°38'01" E
		(318.58')	(55.69')	(55.69')	(N 87°34'17" E)



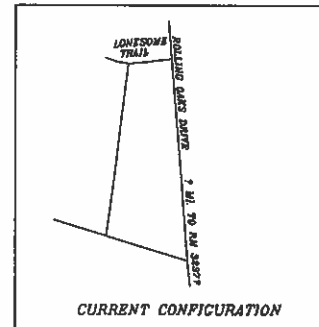
**LOT 70**  
(6.98) AC.  
1677/177

**LOT 69A**  
2.73 ACRES

**LOT 69**  
(6.11) AC.

**LOT 69B**  
2.73 ACRES

**LOT 68**  
(7.613) AC.  
1394/264



<u>TOTAL NO. LOTS</u>	2
<u>TOTAL AREA LOTS</u>	5.46 ACRES
<u>PROPOSED LAND USE</u>	RESIDENTIAL
<u>AVERAGE LOT AREA</u>	2.73 ACRES
<u>NO. LOTS BETWEEN 2 AC. AND 5 AC.</u>	2
<u>NO. LOTS LARGER THAN 5 AC. AND SMALLER THAN 10 AC.</u>	0
<u>ELECTRIC SERVICE</u>	P. E. C.
<u>TELEPHONE SERVICE</u>	VERIZON
<u>WATER SUPPLY</u>	INDIVIDUAL WELL/RAINWATER COLLECTION
<u>WASTEWATER</u>	INDIVIDUAL ON-SITE SEWAGE FACILITIES

**OWNER/DEVELOPER**  
VALENTINE ZUKANDVIK  
REBZO ZUKANDVIK AND  
ALEX ZUKANDVIK  
1855 ROLLING OAKS DRIVE  
DRIFTWOOD, TEXAS 79619

**SURVEYOR**  
DANIEL R. (DICKY) EDWARDS  
HAYS COUNTY LAND SURVEYING  
P.O. BOX 991  
VIMBERLEY, TEXAS 79676  
512-847-3927

SCALE 1" = 100'  
NOVEMBER, 2010

**LEGEND**

- ( ) RECORD INFORMATION
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD, WITH CAP, SET

## *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 Change Order #3 with Harris Road Company for the Spring Lake (San Marcos Springs) Preserve project.

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

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** \$10,750.00 – through TPWD grant and City of San Marcos funding

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-754-99-043.5611

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

#### **SUMMARY:**

On October 5, 2010 the Commissioners Court awarded the construction contract for the Spring Lake (San Marcos Springs) Preserve project to Harris Road Company of Wimberley, Texas in the amount of \$108,220.00. Change Order #1 was approved by Commissioners Court on December 7, 2010 with no net change to the contract price. Change Order #2, approved by the Commissioners Court on December 21, 2010 was done at the request of the City of San Marcos, and increased the contract amount by \$11,250.00, to \$119,470.00. The current Change Order #3 is for \$10,750.00, and will increase the total contract amount to \$130,220.00. The Change Order includes the installation of three benches at the wildlife viewing area; four "butter sticks" (stone blocks) for seating purposes and an interpretive sign base in the sundial area; a gate, fencing and 2 "butter sticks" in the Rogers Hill area to prevent unauthorized vehicle traffic but allow pedestrian access; and 2 additional interpretive sign kiosks in the Preserve. These improvements are requested by the City of San Marcos to essentially complete the construction phase of the project.

The project is an ongoing joint effort between Texas State University, the City of San Marcos, and Hays County to conserve a significant land resource of 251 acres near Aquarena Springs, within the Edwards Aquifer Recharge Zone, and provide public access to this area. The project includes accessible and primitive trail development, interpretive signage, benches, outdoor amphitheater (sundial), composition deck boardwalk over a pond, and other amenities. This project is funded through a grant from the Texas Parks and Wildlife Department (TPWD), with TSU and the City of San Marcos providing additional funding. No County funds have been allocated or are necessary to complete the construction project.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute Change Order #3 with Harris Road Company for the Spring Lake (San Marcos Springs) Preserve project.

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$10,750.00 – through TPWD grant and City of San Marcos funding

**LINE ITEM NUMBER:** 001-754-99-043.5611

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

**CHANGE ORDER # 3**  
**CITY OF SAN MARCOS, TEXAS**  
**HAYS COUNTY**

**PROJECT:** Spring Lake Preserve  
**CONTRACTOR:** Harris Road Company  
**ORIGINAL CONTRACT DATE:** 10/18/10  
**CHANGE ORDER DATE:** 1/4/11

**WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES**

Add three benches at Wildlife Viewing Area. \$2,400

Add four butter sticks around human sundial. \$800

Add Fence approximately 140 lf with 16 foot ranch gate and two butter sticks to allow pedestrian traffic off of Roger's Hill. \$3,200

Add two viewing sheds for interpretive signs. \$3,600

Add one interpretive sign pedestal for Human Sundial. \$750

Previous contract amount:	\$	119,470.00
Net increase/decrease in contract amount:	\$	10,750.00
Revised contract amount:	\$	130,220.00

Previous contract time of completion (substantial/final)		120	Days
Net increase/decrease in contract time of completion		0	Days
Revised contract time of completion (substantial/final)		120	Days

Change Order # 3 1/4/11

Recommended by:

Engineer

by: Cherry  
CHARLES MARRY, LDP  
Printed name, title, Firm name

Date: 1.4.11

Requested by:

Contractor: Harris Road Company

by: Jason Pence  
Jason Pence  
Printed name, Project Manager

Date: 1/4/11

Approved by:

City of San Marcos:

Date: 1-4-11

by: Will Ford  
San Marcos Parks

Approved by:

Hays County, TX:

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

by: \_\_\_\_\_  
Hays County Judge

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM: Discussion and possible action to approve Resolution supporting the Guadalupe-Blanco River Authority application to the Texas Water Development Board for a Flood Protection Planning Grant.**

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

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Hauff**

**SPONSORED BY: Conley**

#### **SUMMARY:**

The Guadalupe-Blanco River Authority (GBRA) will be submitting an application to the Texas Water Development Board (TWDB) for a Flood Protection Planning Program grant to initiate a basin-wide master drainage study of the San Marcos and lower Guadalupe river basins. This is intended to lead to a Federal Cost Share Agreement with the U.S. Army Corps of Engineers (USACE) for a Lower Guadalupe River Basin feasibility study, and the possibility of federal matching funds for this and future projects. Hays County would then have the potential to partner with the GBRA and USACE in the future to conduct river basin studies/flood protection planning within southern and eastern Hays County, with funding support from these entities.

The attached resolution is to express support for the application by the GBRA, and does not involve Hays County funds at this time. Hays County is currently conducting a flood protection planning study in northern Hays County involving the Lower Colorado River Basin tributaries, under a cost-sharing agreement with the Lower Colorado River Authority and the USACE.

## RESOLUTION

A RESOLUTION AUTHORIZING HAYS COUNTY, TEXAS, TO SUPPORT THE GUADALUPE-BLANCO RIVER AUTHORITY APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD.

WHEREAS, the Guadalupe-Blanco River Authority (GBRA), desires to develop a basin-wide Flood Protection Planning Study for the lower Guadalupe River, understanding that the river and its tributaries drain areas within Hays County;

WHEREAS, Hays County, Texas, ensures that the proposed planning does not duplicate existing projects with the exception of updating existing flood protection plans, and in fact, supports the future development of a flood protection plan for southern Hays County;

WHEREAS, GBRA will appropriate matching funds and in-kind services, if the grant is awarded, to assist with the financing of the Flood Protection Planning Study;

WHEREAS, Hays County, Texas, will attempt to pursue implementation of viable solutions identified through the proposed planning effort and will pursue and identify potential sources of funding for implementation of viable solutions;

WHEREAS, GBRA as well as many of the cities and counties in the lower Guadalupe River basin, Texas, are currently participating in the National Flood Insurance Program making flood insurance available for all insurable structures in their respective incorporated and unincorporated areas.

THEREFORE, BE IT RESOLVED that the Commissioner's Court of Hays County, Texas authorizes support of the GBRA application to the Texas Water Development Board for flood protection planning grant assistance.

PASSED and APPROVED by the Hays County Commissioner's Court on the 11th day of January, 2011.

---

Bert Cobb, M.D., Hays County Judge

### STATE OF TEXAS COUNTY OF HAYS

I, Liz Gonzalez, County Clerk for the Commissioners Court of Hays County, Texas do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners Court of Hays County, in a Regular Meeting held on January 11, 2011.

ATTEST:

---

Liz Gonzalez, Hays County Clerk

---

Date

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute a Short Form Agreement between Hays County and HDR Engineering, Inc. for Professional Services related to the design of a traffic signal at the intersection of Wonderworld Drive and Stagecoach Trail.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** \$28,000

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 005-850-94-489.5611

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** On December 21, 2010, the Commissioners Court voted to go forward with the negotiation of a contract between Hays County and HDR Engineering, Inc. for the design of a traffic signal that will be essential to alleviate the traffic impact of the new Hays County Government Center. TXDOT has indicated that it may not be able to install a traffic signal for up to 3 years. However, TXDOT has no objection to Hays County's own action on this safety and mobility issue. The December 21<sup>st</sup> action left open the possibility of participation from TXDOT and/or the City of San Marcos. Meanwhile, HDR is prepared to begin the design phase while the County rounds up any available participation.

After speaking with Carlos Lopez, District Engineer with TXDOT, and after this item was approved in December, Mr. Lopez has indicated TXDOT submitted this project with the Safety Call that was issued and feels having the design is very helpful.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and Possible Action to authorize the County Judge to execute a Short Form Agreement between Hays County and HDR Engineering, Inc. for Professional Services related to the design of a traffic signal at the intersection of Wonderworld Drive and Stagecoach Trail.

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$28,000

**LINE ITEM NUMBER:** 005-850-94-489.5611

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



**27688 APPROVE A WORK AUTHORIZATION FOR IMPROVEMENTS FOR FREESE & NICHOLAS TO DESIGN DRAINAGE IMPROVEMENTS ALONG NUTTY BROWN ROAD.**

Jay Scanlon spoke of the drainage improvements. Jimmy Skipton spoke of cost concerns. A motion was made by Commissioner Ford, seconded by Judge Sumter to approve a Work Authorization and authorize Commissioner Pct 4 to execute document for design drainage improvements along Nutty Brown Road in an amount not to exceed \$25,000 to relieve adverse drainage issues to property owners at 2705 Nutty Brown Road and others in the area and instruct staff to proceed with construction before the end of FY2011 and have Special Counsel draw up Release of Claims with the Lieberstadt's based on the success of the engineered solution and timely effect of construction and hold a certain amount of funds for construction and want the construction done and the drainage problem mitigated in FY2011 (money could be in the \$80 - \$100K range, based on estimate). All voting "Aye". MOTION PASSED

**27689 NEGOTIATE A CONTRACT WITH HDR TO STUDY/DESIGN THE INTERSECTION OF STAGECOACH TRAIL AND WONDER WORLD DRIVE TO DETERMINE THE BEST ENGINEERING SOLUTION REGARDING TRAFFIC ENTERING AND EXITING STAGECOACH TRAIL TO THE NEW GOVERNMENT CENTER**

Road and Bridge has been in contact with TXDOT trying to get a traffic light placed at the intersection prior to opening of the Government Center. The latest communications with TXDOT indicate that, even in the event that the intersection meets warrants, there will be a two year delay in getting the project designed and funded. This request is for HDR to be retained to work with TXDOT regarding the intersection design, to study warrant issues, to design the signal, and provide general consultant services to the County during this process. We have also been in discussions and coordinating with the City of San Marcos. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to negotiate a Contract with HDR to study/design the intersection of Stagecoach Trail and Wonder World to determine the best engineering solution regarding traffic entering and exiting Stagecoach Trail to the new Government Center. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED

**27690 ADOPT A RESOLUTION SUPPORTING THE PROPOSED CHANGES TO THE HAYS COUNTY DEVELOPMENT REGULATIONS; HOLD A PUBLIC MEETING AND APPROVE ORDER ADOPTING RULES FOR ON-SITE SEWAGE FACILITIES**

Dr Betty R Starling of San Marcos spoke about The OSSF Rules concerning 10 acres if the land owner would like to split out for family or other residential use. Jimmy Skipton spoke of hand washing facilities in a public park. A motion was made by Judge Sumter, seconded by Commissioner Barton to adopt the OSSF Rules and Regulations and adopt a Resolution supporting the proposed changes Hays County Development Regulations. All voting "Aye". MOTION PASSED

**27691 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #2 WITH HARRIS ROAD COMPANY FOR THE SPRING LAKE PRESERVE PROJECT**

On October 5, 2010 the Commissioners Court awarded the construction bid for the Spring Lake Preserve project to Harris Road Company of Wimberley, Texas in the amount of \$108,220. Change Order #1 was approved by Commissioners Court on December 7, 2010 with no net change to the contract price. This Change Order (#2) is for the installation of a trail bridge crossing over a dry creek bed, a stone retaining wall at the bridge crossing, an informational sign to address the Golden Cheeked Warbler and restrictions on park use during the nesting season, and framing for signs in two kiosks. This work is being done at the request of the City of San Marcos, and the Change Order will increase the contract amount by \$11,250 for a new total contract of \$119,470. Funding will be provided by the existing grant from the Texas Parks and Wildlife Department and the City of San Marcos. No County funds are required. The Spring Lake Preserve project is a joint effort between Texas State University, the City of San Marcos, and Hays County to preserve a significant land resource and provide public access to this area. This project is funded through a grant from the Texas Parks and Wildlife Department (TPWD), with TSU and the City of San Marcos providing additional funding. No County funds have been allocated or are necessary to complete the construction project. The project will include accessible and primitive trail development, interpretive signage, benches, outdoor amphitheater (sundial), composition deck boardwalk over a pond, and other amenities. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute Change Order #2 with Harris Road Company for the Spring Lake Preserve Project. All voting "Aye". MOTION PASSED



**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 23rd day of December, 2010, between Hays County ("OWNER") with principal offices at 111 E. San Antonio Street, Suite 300, Austin, San Marcos, Texas 78666, and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as "Stagecoach Drive and Wonderworld Drive Signal Design" ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum except for Stage V described in Exhibit A, which will be handled on an hourly basis. The amount of the lump sum for Stages I through IV will be \$28,000. The following is an estimate for the fee per Stage.

- Stage I (Proj Management) = \$1,000
- Stage II (Signal Warrant Study) = \$3,500
- Stage III (Signal Design) = \$16,000
- Stage IV (Construction Administration) = \$7,500

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for sum scope of work.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Hays County  
"OWNER"

BY: \_\_\_\_\_

NAME: Judge Liz Sumter

TITLE: County Judge

ADDRESS: 111 E. San Antonio St., Ste 300  
San Marcos, Texas 78666

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: Rashed T. Islam, P.E., PTOE

TITLE: Vice President

ADDRESS: 504 Lavaca Street #1175  
Austin, Texas 78701

PROJECT NAME: Stagecoach and Wonder World Drive  
Signal Design

PROJECT MANAGER: Anna Martin, P.E., PTOE

CONTRACT AMOUNT \$28,000

## **EXHIBIT A**

### **SCOPE OF SERVICES**

**Project Name: Stagecoach Drive and Wonder World Drive Signal Design**

**Project Manager: Anna Martin, P.E., PTOE (512) 904-3719**

This scope of services is submitted to perform signal warrant analysis and signal design for the intersection of Stagecoach Drive and Wonder World Drive in San Marcos, Texas. It should be noted that this proposal has been prepared prior to receiving an approved scope of work developed with TxDOT. Any changes to the assumed scope of services may result in increased project costs.

**I Project Management and Preparation of Approved Scope of Work.** Stage I will involve coordination to obtain an approved scope of work prior to beginning the analysis. Stage I will be performed for an estimated fee of \$1,000. The following tasks will be necessary to obtain approval:

1. Coordinate with OWNER and TxDOT to obtain necessary information, confirm scope of work, establish project schedule, review traffic signal warrant and design requirements, and provide updates on project progress. Two (2) meetings have been assumed for budget purposes.
2. Prepare Scope of Work to be reviewed by TxDOT and County staff.
3. Revise Scope of Work as per comments received from TxDOT and County staff.
- 4.

The approved Scope of Work will be used to prepare a report that documents findings and recommendations for submission to the County and TxDOT.

**II Signal Warrant Analysis.** Stage II will involve data collection, signal warrant analysis and preparation of a letter report for submission to the County and TxDOT. Stage II will be performed for an estimated fee of \$3,500.

**A Data Collection.** In Stage II, Part A we would perform the following services:

1. Observe existing traffic operations on the study area network to note operational problems, traffic patterns, etc.
2. Conduct AM and PM peak hour turning movement counts at the intersection of Stagecoach Drive and Wonder World Drive.
3. Conduct twenty-four hour traffic volume approach counts at the intersection of Stagecoach Drive and Wonder World Drive.
4. Coordinate with City/County//TxDOT to obtain future roadway and other planned improvements in the vicinity of the site.
5. Coordinate with City/County to obtain information related to future developments in the vicinity of the site.

**B Analysis.** In Stage II, Part B we would perform the following services:

1. Estimate traffic to be generated by the proposed project using Institute of Traffic Engineers (ITE) publication "Trip Generation", 8<sup>th</sup> Edition. If applicable trip generation is not available in ITE, OWNER will provide trip generation information from a comparable facility.
2. Estimate traffic to be generated by other approved projects in the area and add to background traffic.
3. Develop distribution assumptions.
4. Distribute the site-generated traffic through the study intersection.
5. Perform traffic signal warrant analysis to evaluate the need for a traffic signal at the intersection of Stagecoach Drive and Wonderland Drive.

**C Report.** In Stage II, Part C we would perform the following services:

1. Prepare a draft signal warrant analysis report that documents our analysis and recommendations for review by the Client.
2. Prepare a final report that addresses comments from OWNER for presentation to TxDOT.

**III Signal Design.** Stage III will involve the following tasks to prepare traffic signal design plans for the intersection of Wonder World Drive and Stagecoach Drive, if traffic signal warrants are met and a signal is approved by the TxDOT. Stage III will be performed for an estimated fee of \$16,000.

- Obtain roadway plans (electronic) for the proposed intersection, including existing topographic data, utilities, and proposed driveway layout. These plans will be provided by the OWNER and will be used as a base for the signal design plans.
- Coordinate with Texas One Call System and OWNER to locate all utilities in the field.
- Conduct a field review in the vicinity of the intersection of Wonder World Drive and Stagecoach Drive to note and verify physical constraints, power connection, utility placement, existing nearby traffic signal equipment, and any other details necessary for signal plan preparation.
- Prepare draft sets of plans and quantity estimates for the intersection of Wonder World Drive and Stagecoach Drive. Draft plans will include complete traffic signal plan sets for the intersection, including pavement marking modifications, signage, and communication equipment details necessary to facilitate traffic signal operations.
- Submit draft sets of plans to the County and TxDOT for review.
- Prepare final sets of plans, which incorporate all previous comments, and submit to the County and TxDOT.

**IV Construction Administration.** Stage IV will involve the following tasks to assist the County and TxDOT through the bidding process and the construction of the traffic signal. Stage IV will be performed for an estimated fee of \$7,500.

- Assist the County with the preparation of bid package.
- Attend pre-bid meeting.
- Respond to RFI's from potential bidders and the contractor.
- Assist the County in tabulating and evaluating the bids and make a recommendation to the County for award of construction contract.
- Attend pre-construction meeting with the contractor. One pre-construction meeting has been assumed.
- Attend two on-site construction inspections.
- After construction is complete, obtain as-built plan mark-ups from contractor, and provide TxDOT and the County with a final set of as-built plans.

**V Additional Analysis Beyond the Scope of Work.** Stage V would include additional analysis work and report revisions outside the scope originally defined by TxDOT, if required by the OWNER, or TxDOT after submission of the traffic signal plans. This stage would be handled on an hourly basis, if required.

**EXHIBIT B**

**TERMS AND CONDITIONS**

## HDR Engineering, Inc. Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to

identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controlling over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

#### 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a lease agreement between Hays County and the City of Mountain City.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 11, 2011**

**AMOUNT REQUIRED: \$12.00 Annually**

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

**REQUESTED BY: JONES**

**SPONSORED BY: JONES**

**SUMMARY: A City Council Member of Mountain City approached Captain, Mike Davenport of the Hays County Sheriff's Office to see if the SO would be interested in occupying a building within their subdivision that could be utilized as a substation. Captain Davenport believes this would benefit the Sheriff's Office by providing much needed space as well as the residents of Mountain City with the added visibility of Deputies that utilize the building.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and Possible Action to authorize the County Judge to execute a lease agreement between Hays County and the City of Mountain City.

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$12.00 Annually

**LINE ITEM NUMBER:** 001-645-00.5472 (Countywide Rent)

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

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** I assume utility expenses will be paid from the Sheriff's budget.

**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 the appointment of Mike Moore to Hays County ESD #5 to replace John Reilly, beginning January 11, 2011.

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 11, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Mike Moore has agreed to serve for a two year term set to expire in December 2012.

Moore is a life-long resident of Kyle, served two terms on the Kyle City Council, and works as a PEC right of way specialist.

## *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:** January 11, 2010

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** KENNEDY/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 Fax (512) 393-2282

**AGENDA ITEM:** Pursuant to Open Meetings Act, Texas Government Code 551.074, executive session to discuss personnel matters to deliberate the evaluation of department heads.

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

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

**PREFERRED MEETING DATE REQUESTED:** Tuesday, January 11, 2011

**AMOUNT REQUIRED:** 0

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Ingalsbe

**SPONSORED BY:** Cobb

**SUMMARY:** Pursuant to Open Meetings Act, Texas Government Code § 551.074, Executive Session to discuss Personnel Matters to deliberate the evaluation of department heads.

