

Commissioners Court -March 29, 2011  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **29th day of March, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**PRESENTATIONS & PROCLAMATIONS**

1	4-5	Presentation of the 2010 Distinguished Service Award to the Hays County Historical Commission. <b>COBB</b>
2	6-7	Adopt a Proclamation declaring April 3 – 9, 2011 as National Public Health Week in Hays County. <b>INGALSBE/HARGRAVES</b>
3	8-9	Adopt a Proclamation declaring April 2011 as National County Government Month. <b>COBB</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.

4	10	Approve payments of county invoices. <b>HERZOG</b>
5	11	Approve Commissioner Court Minutes of March 22, 2011. <b>COBB/GONZALEZ</b>
6	12-17	Approval to pre-qualify all respondents of RFQ #2011-P05 "Qualifications for Professional Civil Engineering Services On An As-Needed Basis". <b>COBB/HERZOG/MAIORKA/BORCHERDING</b>
7	18-21	Approval to pre-qualify all respondents of RFQ #2011-P04 "Qualifications for Professional Surveying Services On An As-Needed Basis". <b>COBB/HERZOG/MAIORKA/BORCHERDING</b>
8	22-24	Amend Budget of Parks Fund for administration Continuing Education. <b>JONES/PINNIX</b>
9	25-27	Amend Budget of Department of Public Safety/License & Weights for equipment purchase of rear visor light bar. <b>INGALSBE/ROJAS</b>
10	28-58	Approve the September 2010, October 2010, November 2010, December 2010 and January 2011 Treasurer's Reports and Investment Reports. <b>COBB/TUTTLE</b>
11	59-60	Approve a preliminary Hays County Budget Calendar for FY 2010. <b>COBB/HERZOG</b>

**ACTION ITEMS**

**ROADS**

12	61-62	Call for a public hearing on April 12, 2011 to establish traffic regulations on Valley View Road in Burnett Ranch Estates subdivision. <b>CONLEY/BORCHERDING</b>
13	63-64	Call for a public hearing on April 12, 2011 to establish traffic regulations in Brushy Creek subdivision. <b>JONES/BORCHERDING</b>

## SUBDIVISIONS

14	65-66	11-2-4 Hallett Entjer Subdivision (2 lots). Discussion and possible action to consider approval of final plat. <b>JONES/BOTKIN</b>
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## MISCELLANEOUS

15	67-69	Discussion and possible action to approve the road name designation of "Vista Verde Path" to a private driveway located off of Arrowlake Road. <b>CONLEY/GARZA</b>
16	70-73	Discussion and possible action to approve the agreement between the Personal Health Department (PHD) and San Marcos Medical Imaging. <b>INGALSBE/HARGRAVES</b>
17	74	Discussion and possible action to accept the FY 2010 financial audit for Hays County as prepared by the accounting firm of Holtman, Wagner, & Company, L.L.P. <b>COBB/HERZOG</b>
18	75-88	Discussion and possible action to approve the appointment of Chad Booth to a vacant position on the Hays County Shooting Sports Task Force (HCSSTF). <b>JONES</b>
19	89-90	Discussion and possible action to approve the appointment of Leighton Stallons to a vacant position on the Hays County Shooting Sports Task Force (HCSSTF). <b>JONES</b>
20	91-100	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between the City of Wimberley and Hays County regarding maintenance of the Blue Hole Hike and Bike Trail. <b>CONLEY/BORCHERDING</b>
21	101-106	Discussion and possible action to authorize the County Judge to execute a development agreement between Hays County and AZS Enterprises, Inc., for the funding of construction and engineering costs associated with the extension of the left turn lane at the intersection of Nutty Brown Road and RM 1826 to accommodate left turn movements into the convenience store being constructed by AZS Enterprises, Inc. <b>WHISENANT</b>
22	107-109	Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the CH2M Hill Professional Service Agreement for necessary additional services on the RM 1826 at nutty Brown Road project in Precinct 4. <b>WHISENANT</b>
23	110-120	Discussion and possible action to authorize the County Judge to execute a Utility Adjustment Agreement with PEC related to the RR12 at RM32 project. <b>CONLEY</b>
24	121-126	Discussion and possible action to authorize the County Judge to execute resolution and submit a grant application to the Office of the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00. <b>INGALSBE/CUTLER/GRAVES/HAUFF</b>
25	127	Discussion and possible action to accept a grant in the amount of \$30,000 from the Wimberley Valley Watershed Association for payment toward reduction of the County's loan from The Nature Conservancy related to the Westridge/Jacob's Well Acres purchase; and to authorize the County Auditor to disburse said funds to The Nature Conservancy for said purposes. <b>CONLEY</b>
26	128-130	Discussion and possible action to authorize the County Judge to execute a contract extension with Smith, Robertson, Elliott, Glen, Klein, & Douglas, L.L.P. for legal counsel associated with the Hays County Regional Habitat Conservation Plan. <b>CONLEY</b>
27	131-142	Discussion and Possible Action to authorize the County Judge to execute a Staging Agreement between Hays County and 2428 Partners for activities related to road improvements on Turnersville Road and CR 118. <b>JONES/KENNEDY</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.

28	143	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on Ranch Road 12. Possible action may follow in open court. <b>CONLEY</b>
29	144	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to Hays County's architectural services contract with PBS&J. Possible action may follow in open Court. <b>COBB</b>
30	145	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of various real properties owned by Hays County. Possible action may follow in open Court. <b>COBB/JONES</b>

### STANDING AGENDA ITEMS

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

31	Discussion and possible action related to the burn ban. <b>COBB/CHAMBERS</b>
32	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>
33	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>
34	Presentations by Department Heads to update and inform the Commissioners Court of department structure, performance, and goals. <b>COBB/BAEN</b>
35	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. <b>COBB/BAEN</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 25<sup>TH</sup> day of March, 2011

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM: Presentation of the 2010 Distinguished Service Award to the Hays County Historical Commission.**

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: COBB**

**SPONSORED BY: COBB**

**SUMMARY:** The Hays County Historical Commission has been recognized with the Distinguished Service Award (DSA) for outstanding preservation work accomplished in 2010.

# TEXAS HISTORICAL COMMISSION

PRESENTS THIS

2010

# DISTINGUISHED SERVICE AWARD

TO

## HAYS COUNTY HISTORICAL COMMISSION

IN RECOGNITION OF ITS ACTIVE  
AND WELL-BALANCED PRESERVATION PROGRAM

Maria Wolfe  
EXECUTIVE DIRECTOR

March 16, 2011  
DATE



TEXAS HISTORICAL COMMISSION  
*real places telling real stories*

## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Adopt a Proclamation declaring April 3 – 9, 2011 as National Public Health Week in Hays County.**

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED: none**

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

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: Please see attached proclamation.**



**PROCLAMATION DECLARING APRIL 3 – 9, 2011 AS  
NATIONAL PUBLIC HEALTH WEEK**

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

**Whereas,** Promoting, protecting and preserving health and quality of life for the people of Hays County is a major goal of our county government; and

**Whereas,** Public health programs and services benefit everyone regardless of race, ethnicity, and socioeconomic strata and are essential to a strong, successful health care system; and

**Whereas,** Public health activities help people be healthy by protecting Hays County citizens from infectious disease, environmental and workplace hazards, chronic disease, unintentional injuries and violence; and

**Whereas,** Public health emphasizes prevention including strategies that improve infant mortality rates and childhood immunization rates, promote child and adolescent health, prevent teen pregnancies, reduce child abuse and obesity rates; and

**Whereas,** Educating and encouraging people to adopt healthy behaviors helps them attain well-being and prevents chronic illness and premature death; and

**Whereas,** Texas's public health system of state, local and public-private partnerships is crucial to achieving the vision of healthy people living in healthy communities throughout our state;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Hays County Commissioners' Court does hereby proclaim April 3 - 9, 2011 as:

**NATIONAL PUBLIC HEALTH WEEK**

And calls upon all Hays County citizens to celebrate with activities that promote health and acknowledge the benefits of public health to everyone in our communities.

**ADOPTED THIS THE 29<sup>TH</sup> DAY OF MARCH, 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

## *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:** Adopt a Proclamation declaring April 2011 as National County Government Month.

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

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** COBB

**SPONSORED BY:** COBB

**SUMMARY:**





## **Proclamation**

### **National County Government Month - April 2011**

#### **"Serving Our Veterans, Armed Forces and Their Families"**

**WHEREAS**, the nation's 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

**WHEREAS**, Hays County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

**WHEREAS**, Hays County honors and thanks our residents who have served this country through military service; and

**WHEREAS**, county government delivers many important services to America's veterans, military service members and their families, including physical and mental health, housing, employment, and justice; and

**WHEREAS**, the National Association of Counties is the only national organization that represents county governments in the United States; and

**WHEREAS**, the National Association of Counties has encouraged counties across the country to actively promote their own programs and services; and

**WHEREAS**, Hays County and the National Association of Counties are working together to Restore the Partnership among all levels of government to better serve American communities;

**NOW, THEREFORE, BE IT RESOLVED THAT** Hays County Commissioners Court does hereby proclaim April 2011 as National County Government Month and encourage all Hays County officials, employees, schools and residents to participate in county government celebration activities.

**ADOPTED THIS 29<sup>th</sup> DAY OF MARCH, 2011**

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Bert Cobb, M.D.  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Commissioner Precinct 1

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Mark Jones  
Commissioner Precinct 2

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Will Conley  
Commissioner Precinct 3

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Ray Whisenant  
Commissioner Precinct 4

Attest"

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Liz Gonzalez, Hays County Clerk

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

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

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

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

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

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

**PREFERRED MEETING DATE REQUESTED: 3/29/11**

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

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF March 22, 2011**

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**

## *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

**AGENDA ITEM: Approval to pre-qualify all respondents of RFQ #2011-P05  
"Qualifications for Professional Civil Engineering Services On An As-Needed Basis".**

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

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Herzog/Maiorka/Borcherding**

**SPONSORED BY:**

**SUMMARY:** Jerry Borcherding, RPTP Director, would like to pre-qualify all respondents to develop a pool of civil engineering firms from which to select to provide services on an as-needed basis. As projects are developed by the Road Department, the RPTP Director would select a firm from the pre-qualified list to perform required duties. Negotiated contracts, from the selected firms, will be brought back to Commissioners Court for approval and to be executed by the County Judge. It is anticipated that the scope of projects assigned will result in total billings of \$50,000 or less per project. (see attached list)

**RESPONDENTS FOR RFQ #2011-P05**

**QUALIFICATIONS FOR PROFESSIONAL  
ENGINEERING SERVICES ON AN AS-NEEDED**

**BASIS**

**BROWN & GAY ENGINEERS INC**  
7000 N MOPAC STE 330  
AUSTIN TEXAS 78731  
512-879-0408  
512-879-0499 FAX  
LAURI BALLIS  
[lballis@browngay.com](mailto:lballis@browngay.com)

**LOOMIS PARTNERS INC**  
3101 BEE CAVE ROAD STE 100  
AUSTIN TEXAS 78746  
512-327-1180  
512-327-4062 FAX  
BILL BURNETT  
[bburnett@loomis-partners.com](mailto:bburnett@loomis-partners.com)

**LNV ENGINEERS**  
1101 CAPITAL OF TX SOUTH  
BUILDING C STE 220  
AUSTIN TEXAS 78746  
512-381-8333  
512-381-8334 FAX

**SEILER LANKES GROUP**  
P O BOX 2186  
ROUND ROCK TEXAS 78680  
512-551-8865  
JEFF SEILER  
[jseiler@slg-eng.com](mailto:jseiler@slg-eng.com)

**BINKLEY BARFIELD CONSULTING ENGINEERS**  
8700 MANCHACA ROAD  
AUSTIN TEXAS 78748  
512-292-0006  
512-292-0015 FAX  
BRIAN EVERETT  
[bde@binkleybarfield.com](mailto:bde@binkleybarfield.com)

**R G MILLER ENGINEERS INC**  
12121 WICKCHESTER LANE STE 200  
HOUSTON TEXAS 77079  
713-461-9600  
713-461-8455 FAX  
RON NIELSEN  
[rnielson@rgmiller.com](mailto:rnielson@rgmiller.com)  
HEATHER SAUL  
[hsaul@rgmiller.com](mailto:hsaul@rgmiller.com)

**CRESPO CONSULTING SERVICES**  
4131 SPICEWOOD SPRINGS ROAD B-2  
AUSTIN TEXAS 78759-8658  
512-343-6404 EXT 104  
512-343-8120 FAX  
CARISSA BELSKY  
[cbelsky@crespoinc.com](mailto:cbelsky@crespoinc.com)

**MW CUDE ENGINEERS LLC**  
10325 BANDERA ROAD  
SAN ANTONIO TEXAS 78250  
210-681-2951  
210-543-0055 FAX  
ABBY DERAS  
[aderas@mwcudefirm.com](mailto:aderas@mwcudefirm.com)

**HALFF ASSOCIATES**  
4030 WEST BRAKER LANE STE 450  
AUSTIN TEXAS 78759  
512-252-8184  
512-252-8141 FAX  
KIRK LOWE  
[klowe@halff.com](mailto:klowe@halff.com)

**HUITT-ZOLLARS INC**  
3701 EXECUTIVE DRIVE STE 101  
AUSTIN TEXAS 78731-1651  
512-231-1119  
512-231-1129 FAX  
MICHAEL AULICK  
[maulick@huitt-zollars.com](mailto:maulick@huitt-zollars.com)

**KIMLEY-HORN & ASSOCIATES INC**  
10415 MORADO CIRCLE BLDG 1  
AUSTIN TEXAS 78759  
512-418-1771  
512-418-1791 FAX  
GREGORY BURNS

**VICKREY & ASSOCIATES INC**  
1717 WEST 6<sup>TH</sup> STREET STE 234  
AUSTIN TEXAS 78703  
512-494-8014  
512-494-8054 FAX  
ANNE TAYLOR  
[ataylor@vickreynet.com](mailto:ataylor@vickreynet.com)

**YOUNG PROFESSIONAL RESOURCES**  
8100 ROUGHRIDER DRIVE STE 101  
WINDCREST TEXAS 78239  
210-590-9215  
210-590-9346 FAX  
ANGELA YOUNG  
[Angela.young@yprconsulting.com](mailto:Angela.young@yprconsulting.com)

**KELLOGG BROWN & ROOT INC**  
505 EAST HUNTLAND STE 100  
AUSTIN TEXAS 78752  
512-483-9359  
512-419-1432 FAX  
MIKE SEXTON  
[Mike.sexton@kbr.com](mailto:Mike.sexton@kbr.com)

**HNTB**  
301 CONGRESS AVENUE STE 600  
AUSTIN TEXAS 78701  
512-691-2207  
512-569-3504 CELL  
JEFF WATSON  
[jrwatson@hntb.com](mailto:jrwatson@hntb.com)

**CMA ENGINEERING**  
235 LEDGE STONE DRIVE  
AUSTIN TEXAS 78737  
512-432-1000  
512-432-1015 FAX  
RHONDA BRIDGES  
[rbridges@cma-engineering.com](mailto:rbridges@cma-engineering.com)

**RAMSEY ENGINEERING**  
3206 YELLOWPINE TERRACE  
AUSTIN TEXAS 78757  
512-650-6800  
STEVE RAMSEY  
[Skramsey53@att.net](mailto:Skramsey53@att.net)

**LJA ENGINEERING**  
5316 HIGHWAY 290 WEST STE 150  
AUSTIN TEXAS 78735  
512-826-0449 CELL  
512-439-4716 FAX  
PATSY WARREN  
[pwarren@ljaengineering.com](mailto:pwarren@ljaengineering.com)

**MRB GROUP**  
3600 W PARMER LANE STE 212  
AUSTIN TEXAS 78727  
512-627-6459  
512-637-5570 FAX  
NANCY MUIR-GAIRE

**KENNEDY CONSULTING**  
205 E UNIVERSITY AVE STE 450  
GEORGETOWN TEXAS 78626  
512-864-2833  
512-819-9625 FAX  
BRIAN GURLEY  
[bgurley@kci-ltd.com](mailto:bgurley@kci-ltd.com)

**JR UTILITIES**  
1312 HAVENWOOD BLVD  
NEW BRAUNFELS TEXAS 78132  
830-626-1900 FAX  
JEFF ROGERS

**UNINTECH CONSULTING ENGINEERS**  
2431 E EVANS ROAD  
SAN ANTONIO TEXAS 78259  
210-641-6003 EXT 178  
210-641-8279 FAX  
ANA PETERS  
[apeters@unintech.com](mailto:apeters@unintech.com)

**PAPE-DAWSON ENGINEERS INC**  
7800 SHOAL CREEK BLVD STE 220 WEST  
AUSTIN TEXAS 78757  
512-454-8711  
512-459-8867 FAX  
K STEVEN BONNETTE

**HARRIAGA ENGINEERING**  
6708 DUBUQUE LANE  
AUSTIN TEXAS 78723  
512-926-4066  
HILARIO ARRIAGA  
[hilarioarriaga@att.net](mailto:hilarioarriaga@att.net)

**I T GONZALES ENGINEERS**  
3501 MANOR ROAD  
AUSTIN TEXAS 78723  
512-447-7400 EXT 12  
512-447-6389 FAX  
JOE FARIAS  
[jmfarias@swbell.net](mailto:jmfarias@swbell.net)

**MWM DESIGN GROUP**  
305 EAST HUNTLAND DRIVE STE200  
AUSTIN TEXAS 78752  
512-453-0767  
512-453-1734 FAX  
THEA JUSTEN  
[theaj@memdesigngroup.com](mailto:theaj@memdesigngroup.com)

**ROGERS DESIGN SERVICES**  
13624-B TRAUTWEIN ROAD  
AUSTIN TEXAS 78736  
512-554-4595  
512-394-9811 FAX  
DAN ROGERS  
[Danrogers.rds@sbcglobal.net](mailto:Danrogers.rds@sbcglobal.net)

**CP&Y**  
THE AVALLON BLDG 1  
10415 MORADO CIRCLE STE 200  
AUSTIN TEXAS 78759  
512-349-0700  
512-349-0727 FAX  
JACKIE SARTOR  
[jsartor@cpvi.com](mailto:jsartor@cpvi.com)

**LOCHNER/BRW DIVISION**  
810 HESTERS CROSSING STE 225  
ROUND ROCK TEXAS 78681  
SCOTT WETZEL  
512-828-0076 EXT 29222  
512-828-0077 FAX  
[swetzel@bwrcorp.com](mailto:swetzel@bwrcorp.com)

**HVJ ASSOCIATES**  
4201 FREIDRICH LANE STE 110  
AUSTIN TEXAS 78744  
512-447-9081  
GINA HRDLICKA  
[GHRDLICKA@HVJ.COM](mailto:GHRDLICKA@HVJ.COM)

**RS&H CORPORATE RESOURCES**  
8140 NORTH MOPAC EXPWY BLDG 2  
SUITE 100  
AUSTIN TEXAS 78759  
512-279-5427  
512-459-2233 FAX  
[Katherine.holtz@rsandh.com](mailto:Katherine.holtz@rsandh.com)

PARSONS BRINCKERHOFF  
BARTON OAKS PLAZA TWO  
901 MOPAC EXPWY SOUTH STE 595  
512-328-1012  
512-328-3609 FAX  
JOSEPH CANTALUPO

GARY-JANSING & ASSOCIATES  
8217 SHOAL CREEK BLVD STE 200  
AUSTIN TEXAS 78757  
512-452-0371  
512-789-1113 CELL  
JAMES BREWER  
[jbrewer@gja.net](mailto:jbrewer@gja.net)

BEFCO ENGINEERING INC  
P O BOX 615  
LAGRANGE TEXAS 78945  
979-968-6474  
979-968-3056 FAX  
TANYA PSENCIK  
[Tanya.befco@cmaaccess.com](mailto:Tanya.befco@cmaaccess.com)

KLOTZ ASSOCIATES  
901 SOUTH MOPAC EXPRESSWAY  
BUILDING V SUITE 220  
AUSTIN TEXAS 78746  
512-328-5771  
512-328-5774 FAX  
SCOTT DUKETTE PE

PAVETEX ENGINEERING & TESTING INC  
3989 HWY 290 EAST  
DRIPPING SPRINGS TEXAS 78620  
512-858-2993  
512-858-2921 FAX  
MAGHSOUD TAHMORESSI

HEJL LEE & ASSOCIATES  
321 ED SCHMIDT BLVD STE 100  
HUTTO TEXAS 78634  
512-642-3292  
512-642-4230 FAX  
CHIEN LEE  
[hlainc@austin.tt.com](mailto:hlainc@austin.tt.com)

SKG ENGINEERING  
1122 SOUTH BRYANT BLVD  
SAN ANGELO TEXAS 76903  
325-655-1288  
325-657-8189 FAX  
RUSSELL GULLY

KBR  
505 EAST HUNTLAND DRIVE STE 100  
AUSTIN TEXAS 78752  
MIKE SEXTON  
713-753-2100

BURY PARTNERS INC  
221 WEST SIXTH STREET STE 600  
AUSTIN TEXAS 78701  
512-328-0011  
512-328-0325 FAX  
CHARLEY FOWLER

WALKER PARTNERS  
9015 MOUNTAIN RIDGE DRIVE STE 120  
AUSTIN TEXAS 78759  
512-382-0021  
512-382-0042 FAX  
GARY GRAHAM

RODRIGUEZ TRANSPORTATION GROUP  
11211 TAYLOR DRAPER LN STE 100  
AUSTIN TEXAS 78759  
512-231-9544  
512-231-9133 FAX  
MARK RODRIGUEZ



**HALEY NELSON ASSOCIATES  
KC ENGINEERING INC  
705 NORTH HIGHWAY 281 STE 103  
MARBLE FALLS TEXAS 78654  
830-693-5635  
830-693-9664 FAX  
GREG HALEY**

**KAVANAUGH CONSULTING LLC  
108 RIVER OAKS DRIVE  
WIMBERLEY TEXAS 78676  
512-587-7397  
DAVID PARKERSON**

**BAKER-AICKLEN & ASSOCIATES INC  
507 WEST LIBERTY AVENUE  
ROUND ROCK TEXAS 78664  
512-244-9620  
512-244-9623 FAX  
JOE BAKER**

**CONSORT INC  
315 BOWIE STREET  
AUSTIN TEXAS 78703  
512-469-0500  
512-474-2809 FAX  
STEVE KING**

**KLEINFELDER  
1826 KRAMER LANE  
SUITE M  
AUSTIN TEXAS 78758  
512-926-6650  
512-833-5058 FAX  
JOHN BAKER**

**DOUCET & ASSOCIATES INC  
7401 B HIGHWAY 71 WEST STE 160  
AUSTIN TEXAS 78735  
512-583-2600  
JOHN DOUCET**

**S&B INFRASTRUCTURE LTD  
807 BRAZOS SUITE 901  
AUSTIN TEXAS 78701  
512-542-7400  
512-542-7410 FAX  
JAMES SASSIN  
[jmsassin@sbinfra.com](mailto:jmsassin@sbinfra.com)**

**TRC ENGINEERS  
505 EAST HUNTLAND DRIVE STE 250  
AUSTIN TEXAS 78752  
512-454-8716  
512-454-2433 FAX  
KEVIN OSBORNE**

## *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:** Approval to pre-qualify all respondents of RFQ #2011-P04  
"Qualifications for Professional Surveying Services On An As-Needed Basis".

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

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Borcherding

**SPONSORED BY:**

**SUMMARY:** Jerry Borcherding, RPTP Director, would like to pre-qualify all respondents to develop a pool of surveying firms from which to select to provide services on an as-needed basis. As projects are developed by the Road Department, the RPTP Director would select a firm from the pre-qualified list to perform required duties. Negotiated contracts, from the selected firms, will be brought back to Commissioners Court for approval and to be executed by the County Judge. It is anticipated that the scope of projects assigned will result in total billings of \$50,000 or less per project. (see attached list)

**RESPONDENTS FOR RFQ #2011-P04**  
**PROFESSIONAL SURVEYING SERVICES ON AN**  
**AS-NEEDED BASIS**

**LOOMIS-PARTNERS**  
3101 BEE CAVE ROAD STE 100  
AUSTIN TEXAS 78746  
512-327-1180  
512-327-4062  
BILL BURNETT  
[bburnett@loomis-partners.com](mailto:bburnett@loomis-partners.com)

**SAM INC**  
4801 SOUTHWEST PARKWAY  
PARKWAY TWO STE 100  
AUSTIN, TEXAS 78735  
512-447-0575  
512-326-3029 FAX  
ROBERT J ROY  
[rroy@saminc.biz](mailto:rroy@saminc.biz)

**STAUDT SURVEYING INC**  
P O BOX 1273  
DRIPPING SPRINGS TEXAS 78620  
512-858-2236  
512-858-2455 FAX  
SALLY STAUDT  
[smstaudt@austin.rr.com](mailto:smstaudt@austin.rr.com)

**INLAND GEODETICS LP**  
1504 CHISHOLM TRAIL ROAD STE 103  
ROUND ROCK TEXAS 78681  
STEVE TRUESDALE  
512-238-1200  
[struesdale@austin.rr.com](mailto:struesdale@austin.rr.com)

**HALFF ASSOCIATES**  
4030 WEST BRAKER LANE STE 450  
AUSTIN TEXAS 78759  
512-252-8184  
512-252-8141 FAX  
KIRK LOWE  
[Klowe@halff.com](mailto:Klowe@halff.com)

**ZWA SURVEYING**  
1435 SOUTH LOOP 4  
BUDA TEXAS 78610  
512-295-6201  
512-295-6091 FAX  
G RENE ZAMORA

**MACIAS & ASSOCIATES INC**  
LAND SUVEYORS  
5410 SOUTH 1<sup>ST</sup> STREET  
AUSTIN TEXAS 78745  
512-442-7875  
512-442-7876 FAX  
CARLO GINO MACIAS  
[Gino.macias@macsurv.com](mailto:Gino.macias@macsurv.com)

**JACOBS**  
2705 BEE CAVE ROAD STE 300  
AUSTIN TEXAS 78746  
JEFF CURCI  
512-314-3100  
512-314-3135 FAX  
JUDD WILLMANN

**THE WALLACE GROUP**  
OLD TOWN SQUARE  
1 CHISHOLM TRAIL STE 130  
ROUNF ROCK TEXAS 78681  
512-248-0065  
512-423-4724 CELL  
512-246-0359 FAX  
DAN FLAHERTY  
[dflaherty@wallace-group.com](mailto:dflaherty@wallace-group.com)

**I T GONZALES ENGINEERS**  
3501 MANOR ROAD  
AUSTIN TEXAS 78723-5815  
512-447-7400 EXT 12  
512-447-6389 FAX  
JOE FARIAS  
[imfarias@swbell.net](mailto:imfarias@swbell.net)

BAKER-AICKLEN & ASSOCIATES INC  
405 BRUSHY CREEK ROAD  
CEDAR PARK TEXAS 78613  
512-260-3700  
512-260-3701 FAX

MCGRAY & MCGRAY LAND SURVEYORS  
3301 HANCOCK DRIVE STE 6  
AUSTIN TEXAS 78731  
512-451-8591  
512-451-8791 FAX  
CATHY BENNETT  
[cathyc@mcgray.com](mailto:cathyc@mcgray.com)

UNINTECH CONSULTING ENGINEERS  
2431 E EVANS ROAD  
SAN ANTONIO TEXAS 78259  
210-641-6003 EXT 178  
210-641-8279 FAX  
ANA PETERS  
[apeters@unintech.com](mailto:apeters@unintech.com)

LANDMARK SURVEYING  
1301 S CAPITAL OF TX HWY STE B-315  
AUSTIN TEXAS 78746  
512-328-7411 EXT 101  
512-328-7413 FAX  
SHIRLEY JOHNSON  
[Shirley@landmarksurveying.com](mailto:Shirley@landmarksurveying.com)

VICKREY & ASSOCIATES  
12940 COUNTRY PARKWAY  
SAN ANTONIO TEXAS 78216  
210-349-3271  
210-349-2561 FAX  
ROB CLARK  
[rclark@vickreynet.com](mailto:rclark@vickreynet.com)

HAYS COUNTY LAND SURVEYING  
P O BOX 991  
WIMBERLEY TEXAS 78676  
512-847-3827  
ROCKY EDWARDS  
[Gedwards7@austin.rr.com](mailto:Gedwards7@austin.rr.com)

4WARD LAND SURVEYING LLC  
P O BOX 90876  
AUSTIN TEXAS 78709  
512-554-3371  
JASON WARD  
[jward@4wardls.com](mailto:jward@4wardls.com)

BAKER SURVEYING INC  
2250 US HWY 281 N  
BLANCO TEXAS 78606  
830-833-2250  
830-833-2257 FAX  
DAVID BOKEMEYER  
[david@abakersurvey.com](mailto:david@abakersurvey.com)

RODS SURVEYING INC  
6810 LEE ROAD STE 100  
SPRING TEXAS 77379  
281-257-4020  
281-257-4021 FAX  
ERIN CURNETT  
[erin@rods.cc](mailto:erin@rods.cc)

C&W SURVEYING  
12703 SPECTRUM STE 100 2<sup>ND</sup> FLOOR  
P O BOX 692292  
SAN ANTONIO TEXAS 78269  
210-558-0396  
210-690-8241 FAX  
PATRICIA CORONADO  
[Contactus@cwsurveying.net](mailto:Contactus@cwsurveying.net)

BYRN & ASSOCIATES  
1115 HWY 80  
P O BOX 1433  
SAN MARCOS TEXAS 78667  
KYLE SMITH  
512-396-2270  
512-392-2945 FAX  
[Ks.byrn@gmail.com](mailto:Ks.byrn@gmail.com)

HEJL LEE & ASSOCIATES INC  
321 ED SCHMIDT BLVD STE 100  
HUTTO TEXAS 78634  
512-642-3292  
512-642-4230 FAX  
CHIEN LEE  
[hlainc@austin.rr.com](mailto:hlainc@austin.rr.com)

**SOUTHWEST ENGINEERS INC  
142 CIMARRON PARK LOOP  
BUDA TEXAS 78610  
512-312-4336  
JOHN LITTLEFIELD**

**LENS & ASSOCIATES INC  
PROFESSIONAL LAND SURVEYORS  
4303 RUSSELL DRIVE  
AUSTIN TEXAS 78704  
512-443-1174  
512-443-1550  
ROBERT LENS**

**PAPE-DAWSON ENGINEERS  
7800 SHOAL CREEK BLVD STE 220 WEST  
AUSTIN TEXAS 78757  
512-454-8711  
512-459-8867 FAX  
DAVID A CASANOVA**

**KFW SURVEYING  
7400 BLANCO SUITE 261  
SAN ANTONIO TEXAS 78216  
210-979-8444  
210-979-8441 FAX  
TERESA SEIDEL**

**CUATRO CONSULTANTS LTD  
3601 KYLE CROSSING STE B  
KYLE TEXAS 78640  
512-312-5040  
512-312-5399 FAX  
HUGO ELIZONDO**

**DOUCET & ASSOCIATES INC  
7410 B HIGHWAY 71 WEST STE 160  
AUSTIN TEXAS 78735  
512-583-2600  
C. RICK CONEWAY  
GARY F PENNINGTON RPLS INC  
P O BOX 1244  
DRIPPING SPRINGS TEXAS 78620  
512-894-0664  
[apennington@austin.rr.com](mailto:apennington@austin.rr.com)**

**BURY & PARTNERS  
221 WEST SIXTH STREET STE 600  
AUSTIN TEXAS 78701  
512-328-0011  
512-328-0325 FAX  
CHARLIE FOWLER**

## *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: Amend Budget of Parks Fund for administration Continuing Ed**

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

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**Amount Required: \$ 217.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 140-700-00.5551 Cont.Ed**

**from 140-700-00.5453 Repair & Maint**

**REQUESTED BY: Jerry Pinnix/Auditors Office**

**SPONSORED BY: Jones**

**SUMMARY:**

**Parks needs to pay the balance of training expense**

**See Budget Amendment**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Budget of Parks Fund for administration Continuing Ed

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$217.00

**LINE ITEM NUMBER:** to 140-700-00.5551 Cont.Ed

from 140-700-00.5453 Repair & Maint

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

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

**COMMENTS:**

## **COUNTY JUDGE**

*Signature Required if Approved*

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

**AMENDMENT  
2011-018 CC  
FY2011 BUDGET  
3/29/2011**

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

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<b><u>Dept of Public Safety/License &amp; Weights (651):</u></b>				
001-651-00.5717 Law Enf Eqpt	0	400		400
001-651-00.5206 Law Enf Supplies	300		(200)	100
001-651-00.5391 Misc	200		(200)	0

Transfer for rear light bar

**FUND NO. 140  
FUND TITLE: PARKS FUND**

<b><u>Parks Administration (700):</u></b>	800	217		1,017
140-700-00.5551 Cont.Ed	25,200		(217)	24,983
140-700-00.5453 Maint & Repair				

Transfer for balance of training expense



## *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: Amend Budget of Department of Public Safety/License & Weights for equipment purchase of rear visor light bar**

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

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**Amount Required: \$ 400.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-651-00.5717 Law Enf Eqpt**

**from 001-651-00.5391 Misc/001-651-00.5206**

**Sply**

**REQUESTED BY: Sgt Rojas/Auditors Office**

**SPONSORED BY: Ingalsbe**

#### **SUMMARY:**

**Sgt Rojas needs to purchase a rear window light bar and has found one at a very good price, but requires transfer into equipment**

**See Budget Amendment**

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Amend Budget of Department of Public Safety/License & Weights for equipment purchase of rear visor light bar

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## COUNTY AUDITOR

**AMOUNT:** \$400.00

**LINE ITEM NUMBER:** to 001-651-00.5717 Law Enf Eqpt  
from 001-651-00.5391 Misc/001-651-00.5206

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

Bill Herzog

## SPECIAL COUNSEL

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

**COMMENTS:**

## COUNTY JUDGE

*Signature Required if Approved*

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

**AMENDMENT  
2011-018 CC  
FY2011 BUDGET  
3/29/2011**

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

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<b><u>Dept of Public Safety/License &amp; Weights (651):</u></b>				
001-651-00.5717 Law Enf Eqpt	0	400		400
001-651-00.5206 Law Enf Supplies	300		(200)	100
001-651-00.5391 Misc	200		(200)	0

Transfer for rear light bar

**FUND NO. 140  
FUND TITLE: PARKS FUND**

<b><u>Parks Administration (700):</u></b>	800	217		1,017
140-700-00.5551 Cont.Ed	25,200		(217)	24,983
140-700-00.5453 Maint & Repair				

Transfer for balance of training expense

## *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 September 2010 October 2010, November 2010, December 2010 and January 2011 Treasurer's Reports and Investment Reports**

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

**PREFERRED MEETING DATE REQUESTED: 03/29/11**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Michele Tuttle, Hays County Treasurer**

**SPONSORED BY:**

**SUMMARY: Approve the September 2010 October 2010, November 2010, December 2010 and January 2011 Treasurer's Reports and Investment Reports**

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF SEPTEMBER 2010

Amended

### CHECKING

OPERATING FUNDS:									
	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 32,220.78	\$ 31.51	\$ 1,584,737.96	\$ 3,379,000.00	\$ 4,884,222.05	\$ -	\$ 111,788.20	\$ 31,158,274.49	\$ 31,270,042.69
Road and Bridge General	\$ 5.66	\$ 15.74	\$ 177,563.59	\$ 711,583.87	\$ 868,399.92	\$ -	\$ 20,868.94	\$ 3,942,339.20	\$ 3,963,208.14
Medical and Dental Fund	\$ 3.31	\$ 3.19	\$ 771,123.36	\$ -	\$ 770,387.43	\$ -	\$ 742.43	\$ 762,091.65	\$ 762,834.08
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 64,899.57	\$ 64,900.57
District Attorney Drug Forfeiture	\$ 44,648.80	\$ -	\$ -	\$ -	\$ 4,545.08	\$ 40,103.72	\$ 1.00	\$ 47,136.54	\$ 47,137.54
Hot Check Fee Fund	\$ 16,129.76	\$ -	\$ 10.54	\$ -	\$ 221.13	\$ -	\$ 15,919.17	\$ -	\$ 15,919.17
Health Services Grants	\$ 48,193.89	\$ 13.69	\$ 28,275.76	\$ -	\$ 76,469.65	\$ -	\$ 13.69	\$ 39.47	\$ 53.16
Family Health Services	\$ 2,371.41	\$ 2.95	\$ 301,447.09	\$ -	\$ 284,975.27	\$ -	\$ 18,846.18	\$ 421.22	\$ 19,267.40
Juvenile Detention Center	\$ 174.23	\$ 29.22	\$ 465,434.09	\$ -	\$ 340,597.01	\$ -	\$ 125,040.53	\$ 6.03	\$ 125,046.56
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 674,418.59	\$ 674,419.59
Historical Commission Trust Fund	\$ 2,518.00	\$ -	\$ 417.00	\$ -	\$ -	\$ 2,627.00	\$ 308.00	\$ 24,333.45	\$ 24,641.45
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ 0.09	\$ -	\$ -	\$ -	\$ 0.09	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 3,413.50	\$ 3,413.50	\$ -	\$ 1.00	\$ 1,882,610.95	\$ 1,882,611.95
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ 408,895.59	\$ 408,895.59	\$ -	\$ 1.00	\$ 4,048,345.74	\$ 4,048,346.74
Certificates of Obligation 2009	\$ 1.41	\$ -	\$ -	\$ 32,059.59	\$ 32,060.00	\$ -	\$ 1.00	\$ 6,371,184.52	\$ 6,371,185.52
Road Construction Bond 2009	\$ 0.18	\$ -	\$ -	\$ 2,186,446.00	\$ 2,186,445.18	\$ -	\$ 1.00	\$ 4,873,022.89	\$ 4,873,023.89
Pass Thru Revenue Bond 2009	\$ 18,480.75	\$ 0.99	\$ -	\$ 421,734.19	\$ 440,213.94	\$ -	\$ 1.99	\$ 29,385,625.28	\$ 29,385,627.27
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 1,879,100.06	\$ 1,879,100.06	\$ -	\$ 1.00	\$ 58,077,030.41	\$ 58,077,031.41
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 26,300.00	\$ 5,300.00	\$ -	\$ 21,001.00	\$ 310,676.75	\$ 331,677.75
Cedar Oaks Mesa	\$ 4,468.19	\$ -	\$ 1,000.00	\$ -	\$ 5,467.19	\$ -	\$ 1.00	\$ -	\$ 1.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 10.69	\$ 47.57	\$ 707,957.61	\$ -	\$ 1,550.73	\$ 706,116.48	\$ 48.66	\$ 3,328,737.81	\$ 3,328,786.47
GRAND TOTALS:	\$ 169,234.16	\$ 144.86	\$ 4,037,767.00	\$ 9,048,532.80	\$ 12,192,263.82	\$ 748,847.20	\$ 314,567.80	\$ 144,951,174.56	\$ 145,265,742.36
Transfers Outstanding									
General Fund to Cedar Oaks Mesa		\$ 45,437.78							
General Fund to Juvenile Center		\$ 238,253.28							

# Hays County Treasurer's Investment Report For September 2010

## SAGE CAPITAL BANK CHECKING

Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance
All Funds (see Page 1)	\$ 169,234.16	144.86	13,086,298.80	12,941,111.02	314,567.80

## TEXPOOL

0.2165%

Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance
General	\$ 12,959,999.25	2,219.28	204,683.68	3,379,000.00	9,787,902.21
Road and Bridge General	\$ 2,875,668.70	467.04	25,632.60	711,583.87	2,190,184.47
Medical and Dental Fund	\$ 760,567.91	135.28	-	-	760,703.19
Sheriff's Drug Forfeiture	\$ 64,888.05	11.52	-	-	64,899.57
D.A. Drug Forfeiture	\$ 6,969.15	1.22	40,103.72	-	47,074.09
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 6.03	-	-	-	6.03
Tobacco Settlement Fund	\$ 674,298.59	120.00	-	-	674,418.59
Historical Commission Trust	\$ 14,489.83	2.61	2,627.00	-	17,119.44
Road Construction 2006	\$ 1,885,688.95	335.50	-	3,413.50	1,882,610.95
Parks Bond 2008	\$ 1,450,847.25	253.56	-	408,895.59	1,042,205.22
Certificates of Obligation '09	\$ 2,394,201.15	424.57	-	32,059.59	2,362,566.13
Road Construction 2009	\$ 2,048,260.47	153.22	-	2,041,695.01	6,718.68
Pass Thru Revenue 2009	\$ 10,770,495.78	1,895.62	-	421,734.19	10,350,657.21
Certificates of Obligation '10	\$ 59,945,649.95	10,480.52	-	1,879,100.06	58,077,030.41
LCRA Service Fee Fund	\$ 315,920.62	56.13	-	5,300.00	310,676.75
Hays County I & S	\$ 401,607.67	74.34	744,561.28	-	1,146,243.29
All Funds	96,569,562.26	16,630.41	1,017,608.28	8,882,781.81	88,721,019.14

## ICT Funds Management

0.0700%

Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance
General	\$ 11,256,968.56	707.19	-	-	11,257,675.75
Parks Bond 2008	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Certificates of Obligation '09	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Road Construction 2009	\$ 1,000,790.62	62.86	-	-	1,000,853.48
Pass Thru Revenue 2009	\$ 8,006,324.38	503.00	-	-	8,006,827.38
All Funds	22,265,664.80	1,398.77	-	-	22,267,063.57

CLASS - MBIA		0.2900%	NAV 1.00			
Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance	
General	\$ 3,745,102.41	891.24	-	-	3,745,993.65	
Parks Bond 2008	\$ 2,004,809.93	477.11	-	-	2,005,287.04	
Certificates of Obligation '09	\$ 2,004,809.93	477.11	-	-	2,005,287.04	
Road Construction 2009	\$ 2,004,809.93	476.03	-	144,750.99	1,860,534.97	
Pass Thru Revenue 2009	\$ 6,014,429.48	1,431.36	-	-	6,015,860.84	
All Funds	15,773,961.68	3,752.85	-	144,750.99	-	15,632,963.54
LOGIC						
	0.2912%	1.00008				
Description	8/31/10 Balance	Interest	Deposits	Debits	9/30/10 Balance	
General	\$ 5,510,257.10	1,318.69	-	-	5,511,575.79	
Road and Bridge General	\$ 1,751,735.51	419.22	-	-	1,752,154.73	
Medical and Dental Fund	\$ 1,388.13	0.33	-	-	1,388.46	
D.A. Drug Forfeiture	\$ 62.44	0.01	-	-	62.45	
Health Services Grants	\$ 36.55	0.01	-	-	36.56	
Family Health Services	\$ 421.12	0.10	-	-	421.22	
Historical Commission Trust	\$ 7,212.28	1.73	-	-	7,214.01	
Certificates of Obligation '09	\$ 1,002,218.02	239.85	-	-	1,002,457.87	
Road Construction 2009	\$ 2,004,436.07	479.69	-	-	2,004,915.76	
Pass Thru Revenue 2009	\$ 5,011,080.62	1,199.23	-	-	5,012,279.85	
Hays County I & S	\$ 1,932,130.08	462.39	-	-	1,932,592.47	
All Funds	17,220,977.92	4,121.25	-	-	-	17,225,099.17
TREASURY BILLS AND NOTES						
Description	Price	Yield	Maturity	Par Value	Market Value	Book Value
912795V73	99.9596	.162	9/2/10	200,000.00	199,998.59	200,000.00
912795UH2	99.9606	.167	10/21/10	250,000.00	199,918.11	200,000.00
912795W49	99.9621	.152	10/28/10	500,000.00	249,902.05	249,902.05
912795W80	99.8604	.157	11/25/10	100,000.00	499,810.42	499,810.42
912795W98	99.9633	.147	12/2/10	100,000.00	99,960.39	99,960.39
TOTAL				1,050,000.00	1,049,826.58	1,049,591.97

## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/	Maturity	Balances 8/31/10			Transactions		Balances 9/30/10		
				Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72%	11/7/09	4,022.27	4,022.27	4,022.27		4,022.27			
Security State Bank	General	3.06%	6/14/10	13,686.22	13,686.22	13,686.22		13,530.03	156.19	156.19	156.19
Security State Bank	General	3.14%	6/14/12	21,030.03	21,030.03	21,030.03		9,152.22	11,877.81	11,877.81	11,877.81
Security State Bank	General	2.94%	7/10/10	16,721.09	16,721.09	16,721.09		16,721.09			
Security State Bank	General	2.99%	7/10/12	12,628.08	12,628.08	12,628.08		4,313.31	8,314.77	8,314.77	8,314.77
Security State Bank	General	2.56%	1/4/13	9,168.58	9,168.58	9,168.58		2,057.85	7,110.73	7,110.73	7,110.73
Security State Bank	General	2.99%	1/4/13	13,813.14	13,813.14	13,813.14		3,625.97	10,187.17	10,187.17	10,187.17
Security State Bank	General	2.99%	1/4/13	11,230.35	11,230.35	11,230.35		3,107.50	8,122.75	8,122.75	8,122.75
Security State Bank	General	2.99%	1/4/13	14,065.75	14,065.75	14,065.75		4,578.37	9,487.38	9,487.38	9,487.38
Franklin Bank	General	2.64%	8/8/12	30,888.19	30,888.19	30,888.19		30,888.19			
Franklin Bank	General	1.91%	10/19/11	8,052.68	8,052.68	8,052.68		7,879.89	172.79	172.79	172.79
<b>TOTAL</b>				155,306.38	155,306.38	155,306.38		99,876.79	55,429.59	55,429.59	55,429.59

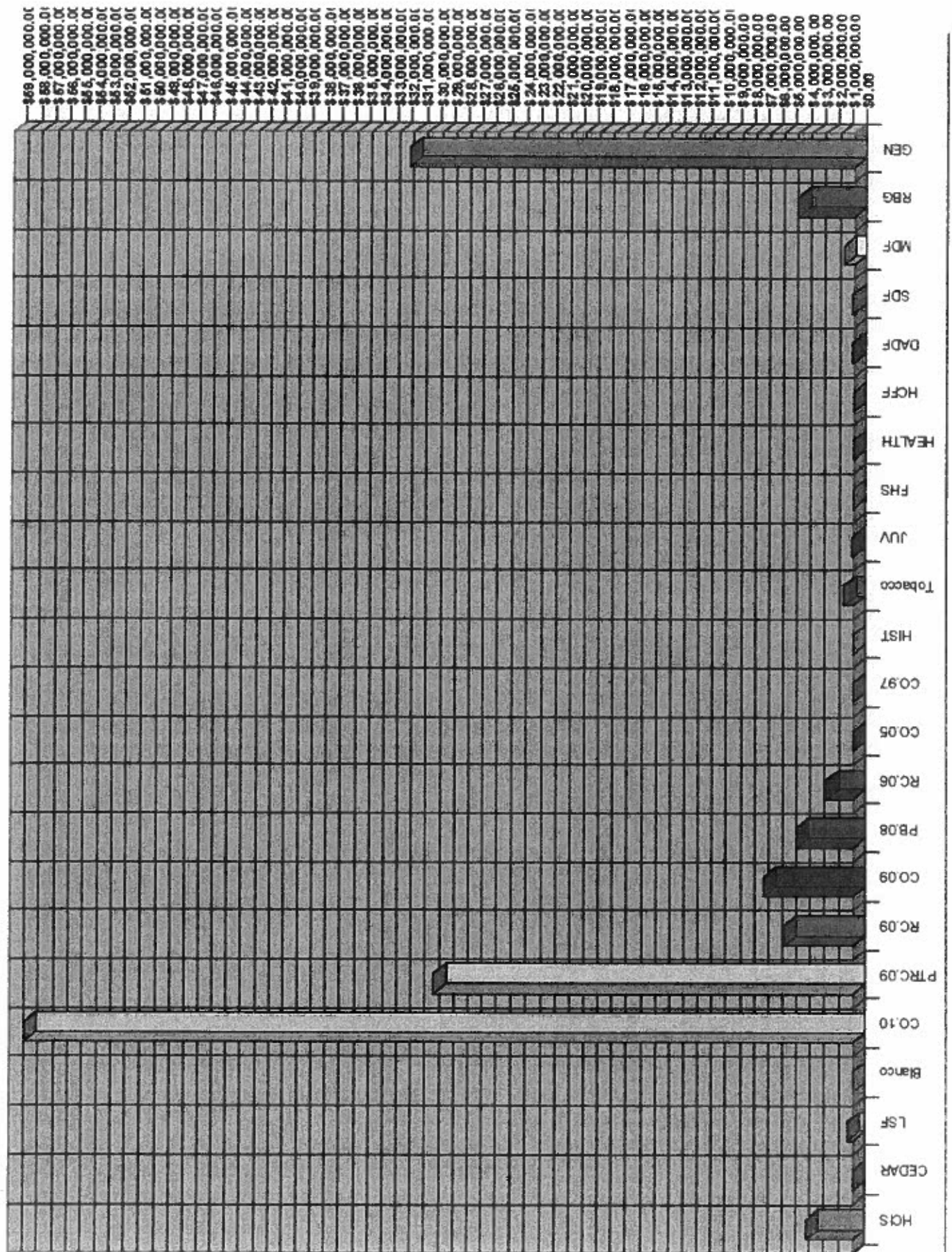
145,265,742.36

TOTAL Fund Balances 153,204,299.17

## BENCHMARK

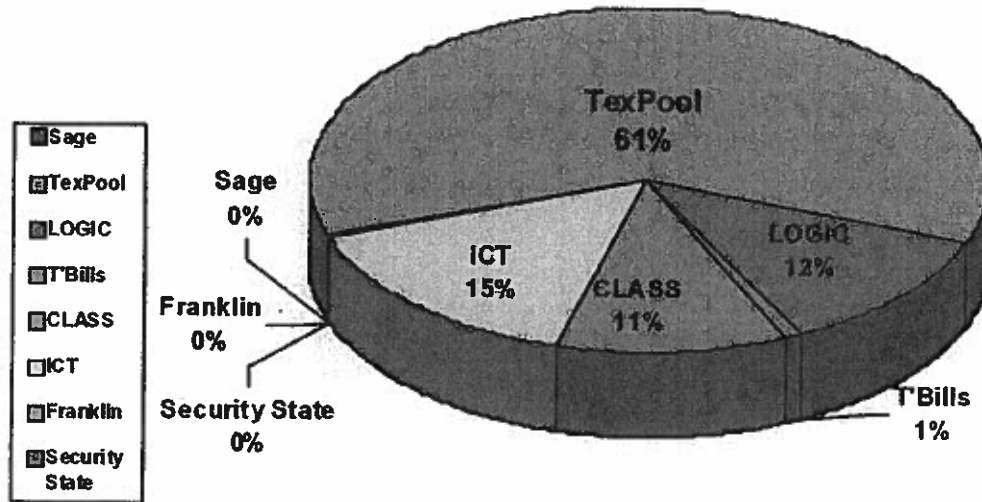
CURRENT 90 DAY TREASURY BILL YIELDING .155%





Fund balances for 9/30/10

## INVESTMENT ALLOCATION TOTALS SEPTEMBER 2010



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

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

# HAYS COUNTY TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2010

## CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 111,768.20	\$ 78.80	\$ 2,275,036.45	\$ 2,501,000.00	\$ 4,745,117.05	\$ -	\$ 142,766.40	\$ 28,772,117.01	\$ 28,914,883.41
Road and Bridge General	\$ 20,868.94	\$ 10.21	\$ 215,305.71	\$ 1,110,318.06	\$ 1,324,996.51	\$ -	\$ 21,506.41	\$ 2,847,424.46	\$ 2,868,930.87
Medical and Dental Fund	\$ 742.43	\$ 1.57	\$ 568,027.27	\$ -	\$ 568,768.70	\$ -	\$ 2.57	\$ 762,223.44	\$ 762,226.01
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 12,145.31	\$ 278.01	\$ 278.01	\$ 12,145.31	\$ -	\$ 76,779.24	\$ 76,779.24
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 850.01	\$ 850.01	\$ -	\$ -	\$ 46,294.58	\$ 46,295.58
Hot Check Fee Fund	\$ 15,919.17	\$ -	\$ -	\$ -	\$ 221.13	\$ -	\$ 15,698.04	\$ -	\$ 15,698.04
Health Services Grants	\$ 13.69	\$ 9.50	\$ 96,653.73	\$ -	\$ 96,667.42	\$ -	\$ 9.50	\$ 39.48	\$ 48.98
Family Health Services	\$ 18,846.18	\$ 11.54	\$ 276,377.69	\$ -	\$ 198,019.44	\$ -	\$ 97,215.97	\$ 421.30	\$ 97,637.27
Juvenile Detention Center	\$ 125,040.53	\$ 19.68	\$ 239,809.19	\$ -	\$ 354,137.10	\$ -	\$ 10,732.30	\$ 6.03	\$ 10,738.33
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 674,535.24	\$ 674,536.24
Historical Commission Trust Fund	\$ 308.00	\$ -	\$ 214.50	\$ -	\$ -	\$ 521.50	\$ 1.00	\$ 24,859.36	\$ 24,860.36
<b>CONSTRUCTION FUNDS:</b>									
Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 1,882,936.45	\$ 1,882,937.45
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ 11,688.99	\$ 11,688.99	\$ -	\$ 1.00	\$ 4,037,323.20	\$ 4,037,324.20
Certificates of Obligation 2009	\$ 1.00	\$ 0.05	\$ -	\$ 12,162.30	\$ 12,162.30	\$ -	\$ 1.05	\$ 6,360,092.45	\$ 6,360,093.50
Road Construction Bond 2009	\$ 1.00	\$ 17.66	\$ -	\$ 1,042,599.79	\$ 1,042,599.79	\$ -	\$ 18.66	\$ 3,831,164.06	\$ 3,831,162.72
Pass Thru Revenue Bond 2009	\$ 1.99	\$ -	\$ -	\$ 49,872.08	\$ 49,873.07	\$ -	\$ 1.00	\$ 29,340,186.98	\$ 29,340,187.98
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ 6,198.62	\$ 2,051,803.15	\$ 2,051,803.15	\$ 6,198.62	\$ 1.00	\$ 56,041,336.77	\$ 56,041,336.77
TCDF Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 21,001.00	\$ -	\$ 65,250.00	\$ -	\$ 6,900.00	\$ 79,350.00	\$ 1.00	\$ 390,081.69	\$ 390,082.69
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 82,972.28	\$ -	\$ 82,972.28	\$ -	\$ 1.00	\$ -	\$ 1.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 48.66	\$ 17.48	\$ 684,958.77	\$ -	\$ -	\$ 685,006.43	\$ 18.48	\$ 4,040,965.42	\$ 4,040,983.90
<b>GRAND TOTALS:</b>	\$ 314,567.80	\$ 166.49	\$ 4,522,949.52	\$ 6,780,572.39	\$ 10,547,054.95	\$ 783,221.86	\$ 287,979.39	\$ 139,128,785.16	\$ 139,416,764.55
Transfers Outstanding:									
General Fund to Cedar Oaks Mesa			\$ 128,410.06						
General Fund to Juvenile Center			\$ 238,253.28						

# Hays County Treasurer's Investment Report

For October 2010

## SAGE CAPITAL BANK CHECKING

Description	9/30/10 Balance	Interest	Deposits	Debits	10/31/10 Balance
All Funds (see Page 1)	\$ 314,567.80	166.49	11,303,521.91	11,330,276.81	287,979.39

## TEXPOOL

0.2036% 1.000050

Description	9/30/10 Balance	Interest	Deposits	Debits	10/31/10 Balance
General	\$ 9,787,902.21	1,588.52	110,856.93	2,501,000.00	7,399,347.66
Road and Bridge General	\$ 2,190,184.47	300.26	14,761.67	1,110,318.06	1,094,928.34
Medical and Dental Fund	\$ 760,703.19	131.52	-	-	760,834.71
Sheriff's Drug Forfeiture	\$ 64,899.57	11.37	12,145.31	278.01	76,778.24
D.A. Drug Forfeiture	\$ 47,074.09	8.04	-	850.01	46,232.12
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 6.03	-	-	-	6.03
Tobacco Settlement Fund	\$ 674,418.59	116.65	-	-	674,535.24
Historical Commission Trust	\$ 17,119.44	3.00	521.50	-	17,643.94
Road Construction 2006	\$ 1,882,610.95	325.50	-	-	1,882,936.45
Parks Bond 2008	\$ 1,042,205.22	179.25	-	11,688.99	1,030,695.48
Certificates of Obligation '09	\$ 2,362,566.13	407.71	-	12,162.30	2,350,811.54
Road Construction 2009	\$ 6,718.68	1.15	-	-	6,719.83
Pass Thru Revenue 2009	\$ 10,350,657.21	1,788.85	-	49,872.08	10,302,573.98
Certificates of Obligation '10	\$ 58,077,030.41	9,909.89	6,198.62	2,051,803.15	56,041,335.77
LCRA Service Fee Fund	\$ 310,676.75	54.94	79,350.00	-	390,081.69
Hays County I & S	\$ 1,146,243.29	210.46	711,627.96	-	1,858,081.71
All Funds	88,721,019.14	15,037.11	935,461.99	5,737,972.60	83,933,545.64

## ICT Funds Management 0.0300%

Description	9/30/10 Balance	Interest	Deposits	Debits	10/31/10 Balance
General	\$ 11,257,675.75	464.93	-	-	11,258,140.68
Parks Bond 2008	\$ 1,000,853.48	41.34	-	-	1,000,894.82
Certificates of Obligation '09	\$ 1,000,853.48	41.34	-	-	1,000,894.82
Road Construction 2009	\$ 1,000,853.48	41.34	-	-	1,000,894.82
Pass Thru Revenue 2009	\$ 8,006,827.38	330.68	-	-	8,007,158.06
All Funds	22,267,063.57	919.63	-	-	22,267,983.20

0.2600%

NAV 1.00

CLASS - MBIA

Description	9/30/10 Balance	Interest	Deposits	Debits	10/31/10 Balance
General	\$ 3,745,993.65	832.98	-	-	3,746,826.63
Parks Bond 2008	\$ 2,005,287.04	445.86	-	-	2,005,732.90
Certificates of Obligation '09	\$ 2,005,287.04	445.86	-	-	2,005,732.90
Road Construction 2009	\$ 1,860,534.97	413.70	-	-	1,860,948.67
Pass Thru Revenue 2009	\$ 6,015,860.84	1,337.66	-	-	6,017,198.50
All Funds	15,632,963.54	3,476.06	-	-	15,636,439.60

0.2294%

1.00010

LOGIC

Description	9/30/10 Balance	Interest	Deposits	Debits	10/31/10 Balance
General	\$ 5,511,575.79	1,073.88	-	-	5,512,649.67
Road and Bridge General	\$ 1,752,154.73	341.39	-	-	1,752,496.12
Medical and Dental Fund	\$ 1,388.46	0.27	-	-	1,388.73
D.A. Drug Forfeiture	\$ 62.45	0.01	-	-	62.46
Health Services Grants	\$ 36.56	0.01	-	-	36.57
Family Health Services	\$ 421.22	0.08	-	-	421.30
Historical Commission Trust	\$ 7,214.01	1.41	-	-	7,215.42
Certificates of Obligation '09	\$ 1,002,457.87	195.32	-	-	1,002,653.19
Road Construction 2009	\$ 2,004,915.76	284.77	-	1,042,599.79	962,600.74
Pass Thru Revenue 2009	\$ 5,012,279.85	976.59	-	-	5,013,256.44
Hays County I & S	\$ 1,932,592.47	376.55	-	-	1,932,969.02
All Funds	17,225,099.17	3,250.28	-	1,042,599.79	16,185,749.66

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Balances 9/30/10		Transactions		Balances 10/31/10	
			Par Value	Book Value	Purchases	Maturities	Par Value	Market Value
912795UH2	99.9608	.157 10/21/10	250,000.00	249,902.05	-	250,000.00	-	-
		Hays County I & S	250,000.00	249,902.05	-	250,000.00	-	-
912795W49	99.9621	.152 10/28/10	500,000.00	499,810.42	-	500,000.00	-	-
		General	500,000.00	499,810.42	-	500,000.00	-	-
912795W80	99.9604	.157 11/28/10	100,000.00	99,980.39	-	-	100,000.00	99,980.39
		General	100,000.00	99,980.39	-	-	100,000.00	99,980.39
912795W98	99.9633	.147 12/21/10	200,000.00	199,926.69	-	-	200,000.00	199,926.69
		General	200,000.00	199,926.69	-	-	200,000.00	199,926.69
912795X89	99.9659	.137 1/20/11	-	-	250,000.00	-	250,000.00	249,937.17
		Hays County I & S	-	-	250,000.00	-	250,000.00	249,937.17
912795X97	99.9671	.132 1/27/11	-	-	500,000.00	-	500,000.00	499,835.70
		General	-	-	500,000.00	-	500,000.00	499,835.70
TOTAL			1,050,000.00	1,049,599.55	750,000.00	750,000.00	1,050,000.00	1,049,762.69

## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/	Maturity	Balances 9/30/10		Transactions		Balances 10/31/10			
				Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72%	11/7/09								
Security State Bank	General	3.06%	6/14/10	156.19	156.19	156.19			156.19	156.19	156.19
Security State Bank	General	3.14%	6/14/12	11,877.81	11,877.81	11,877.81			11,877.81	11,877.81	11,877.81
Security State Bank	General	2.94%	7/10/10								
Security State Bank	General	2.99%	7/10/12	8,314.77	8,314.77	8,314.77			8,314.77	8,314.77	8,314.77
Security State Bank	General	2.56%	1/4/13	7,110.73	7,110.73	7,110.73			7,110.73	7,110.73	7,110.73
Security State Bank	General	2.99%	1/4/13	10,187.17	10,187.17	10,187.17			10,187.17	10,187.17	10,187.17
Security State Bank	General	2.99%	1/4/13	8,122.75	8,122.75	8,122.75			8,122.75	8,122.75	8,122.75
Security State Bank	General	2.99%	1/4/13	9,487.38	9,487.38	9,487.38			9,487.38	9,487.38	9,487.38
Franklin Bank	General	2.64%	8/8/12								
Franklin Bank	General	1.91%	10/19/11	172.79	172.79	172.79			172.79	172.79	172.79
TOTAL				55,429.59	55,429.59	55,429.59	-	-	55,429.59	55,429.59	55,429.59

TOTAL Fund Balances 145,265,742.36 |

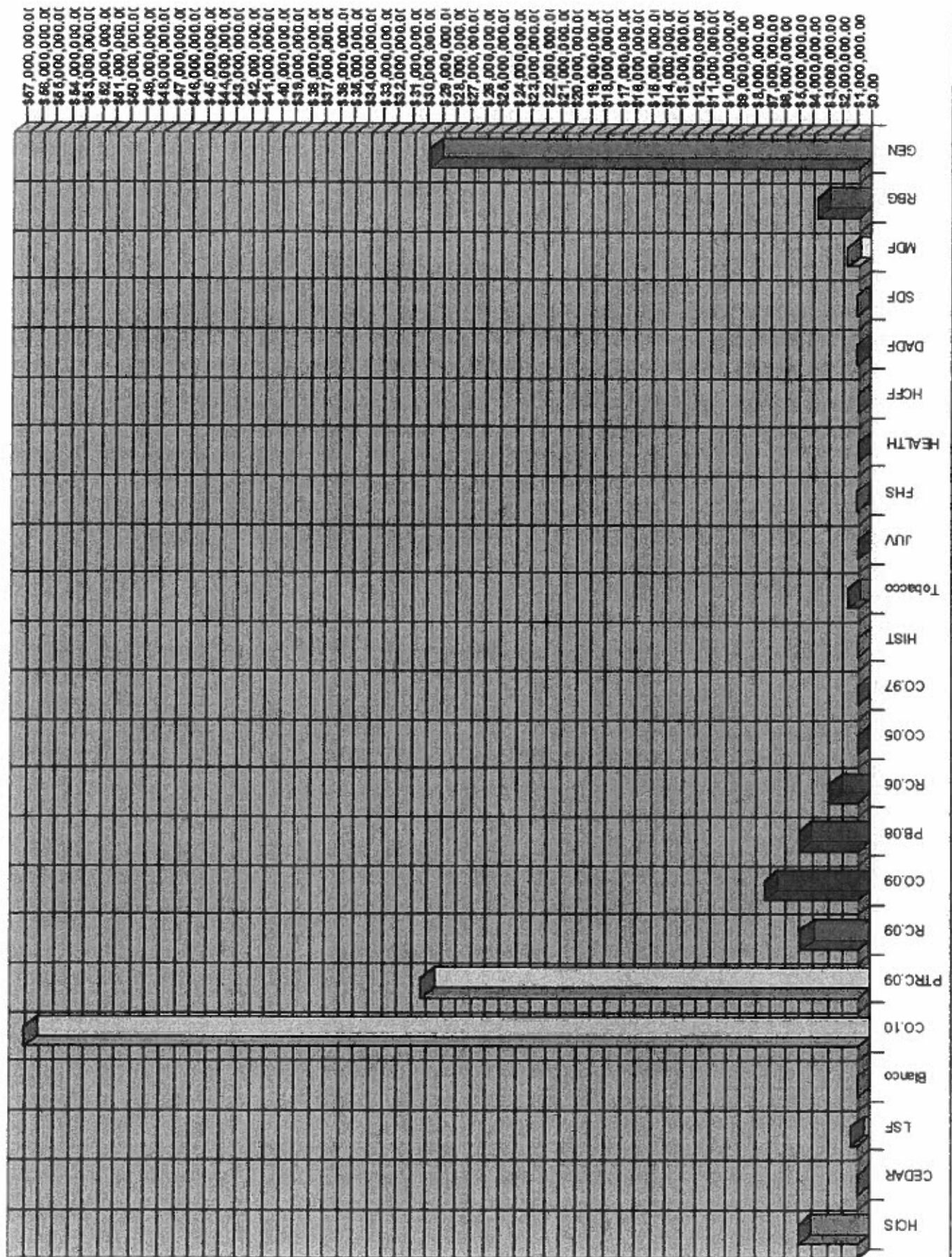
139,416,764.55

## BENCHMARK

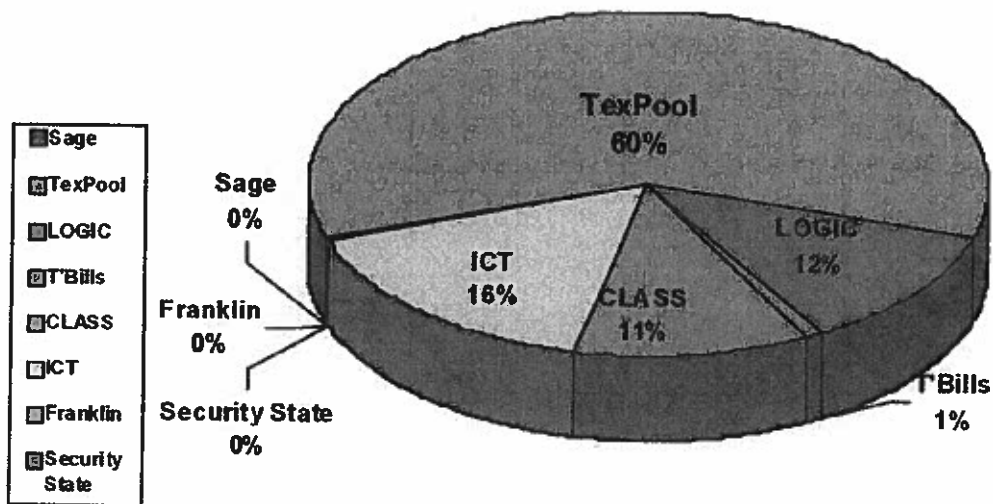
CURRENT 90 DAY TREASURY BILL YIELDING .114%



Fund balances for 10/31/10



# INVESTMENT ALLOCATION TOTALS OCTOBER 2010



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

*Bill Herzog*  
Bill Herzog, Hays County Auditor

*Michele Tuttle*  
Michele Tuttle, Hays County Treasurer

*Britney Richey*  
Britney Richey, Accountant, Hays County



# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF NOVEMBER 2010

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 142,766.40	\$ 100.01	\$ 860,071.84	\$ 6,839,000.00	\$ 7,797,971.45	\$ -	\$ 43,966.80	\$ 24,207,454.11	\$ 24,251,420.91
Road and Bridge General	\$ 21,506.41	\$ 16.14	\$ 94,855.21	\$ 809,950.00	\$ 925,500.32	\$ -	\$ 827.44	\$ 2,277,790.85	\$ 2,278,618.29
Medical and Dental Fund	\$ 2.57	\$ 1.74	\$ 471,177.54	\$ -	\$ 471,179.11	\$ -	\$ 2.74	\$ 762,343.56	\$ 762,346.30
Sheniff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 76,790.34	\$ 76,791.34
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 2,111.08	\$ 2,111.08	\$ -	\$ 1.00	\$ 44,190.58	\$ 44,191.58
Hot Check Fee Fund	\$ 15,698.04	\$ -	\$ 3,885.22	\$ -	\$ 870.06	\$ -	\$ 18,713.20	\$ -	\$ 18,713.20
Health Services Grants	\$ 9.50	\$ 1.51	\$ 44,452.14	\$ -	\$ 44,377.58	\$ -	\$ 85.57	\$ 39.49	\$ 125.06
Family Health Services	\$ 97,215.97	\$ 1.06	\$ 255,852.02	\$ -	\$ 347,379.78	\$ -	\$ 5,689.27	\$ 421.38	\$ 6,110.65
Juvenile Detention Center	\$ 10,732.30	\$ 16.89	\$ 229,791.52	\$ -	\$ 237,650.65	\$ -	\$ 2,890.06	\$ 6.03	\$ 2,896.09
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ 36,401.00	\$ 36,401.00	\$ -	\$ 1.00	\$ 638,236.51	\$ 638,237.51
Historical Commission Trust Fund	\$ 1.00	\$ -	\$ 595.00	\$ -	\$ -	\$ -	\$ 596.00	\$ 24,863.46	\$ 25,459.46
<b>CONSTRUCTION FUNDS:</b>									
Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 70,919.15	\$ 70,919.15	\$ -	\$ 1.00	\$ 1,812,307.96	\$ 1,812,308.96
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ 3,232,292.99	\$ 3,132,292.99	\$ -	\$ 100,001.00	\$ 805,411.49	\$ 905,412.49
Certificates of Obligation 2009	\$ 1.05	\$ 0.05	\$ -	\$ 5,652.45	\$ 5,652.50	\$ -	\$ 1.05	\$ 6,355,413.28	\$ 6,355,414.33
Road Construction Bond 2009	\$ 18.66	\$ 7.08	\$ -	\$ 838,745.77	\$ 838,763.43	\$ -	\$ 8.08	\$ 2,992,908.23	\$ 2,992,916.31
Pass Thru Revenue Bond 2009	\$ 1.00	\$ -	\$ -	\$ 510,173.58	\$ 510,169.81	\$ -	\$ 4.77	\$ 28,833,841.81	\$ 28,833,846.58
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,120,671.71	\$ 2,120,671.71	\$ -	\$ 1.00	\$ 53,929,396.13	\$ 53,929,397.13
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 107,550.91	\$ 107,550.91	\$ -	\$ 1.00	\$ 282,580.40	\$ 282,581.40
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 44,296.28	\$ -	\$ 15,436.27	\$ -	\$ 28,861.01	\$ -	\$ 28,861.01
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 18.48	\$ 3.46	\$ 29,000.00	\$ -	\$ 300.00	\$ -	\$ 28,721.94	\$ 4,706,821.34	\$ 4,735,543.28
<b>GRAND TOTALS:</b>	\$ 287,979.39	\$ 147.94	\$ 2,033,976.77	\$ 14,573,468.64	\$ 16,665,197.80	\$ -	\$ 230,374.94	\$ 127,750,816.95	\$ 127,981,191.89
<b>Transfers Outstanding:</b>									
General Fund to Cedar Oaks Mesa									\$ 128,410.06
General Fund to Juvenile Center									\$ 283,253.28

# Hays County Treasurer's Investment Report

For November 2010

## SAGE CAPITAL BANK CHECKING

Description	10/31/10 Balance	Interest	Deposits	Debits	11/30/10 Balance
All Funds (see Page 1)	\$ 287,979.39	147.94	16,607,445.41	16,665,197.80	230,374.94

## TEXPOOL

0.999990

Description	10/31/10 Balance	Interest	Deposits	Debits	11/30/10 Balance
General	\$ 7,399,347.66	986.46	1,614,408.98	6,182,000.00	2,832,743.10
Road and Bridge General	\$ 1,094,928.34	124.18	239,868.97	809,950.00	524,971.49
Medical and Dental Fund	\$ 760,834.71	119.86	-	-	760,954.57
Sheriff's Drug Forfeiture	\$ 76,778.24	12.10	-	-	76,790.34
D.A. Drug Forfeiture	\$ 46,232.12	7.07	-	2,111.08	44,128.11
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 6.03	-	-	-	6.03
Tobacco Settlement Fund	\$ 674,535.24	102.27	-	36,401.00	638,236.51
Historical Commission Trust	\$ 17,643.94	2.77	-	-	17,646.71
Road Construction 2006	\$ 1,882,936.45	290.66	-	70,919.15	1,812,307.96
Parks Bond 2008	\$ 1,030,695.48	69.91	-	1,030,292.99	472.40
Certificates of Obligation '09	\$ 2,350,811.54	369.81	-	5,652.45	2,345,528.90
Road Construction 2009	\$ 6,719.83	1.09	-	-	6,720.92
Pass Thru Revenue 2009	\$ 10,302,573.98	1,570.58	-	510,169.81	9,793,974.75
Certificates of Obligation '10	\$ 56,041,335.77	8,732.07	-	2,120,671.71	53,929,396.13
LCRA Service Fee Fund	\$ 390,081.69	49.62	-	107,550.91	282,580.40
Hays County I & S	\$ 1,858,081.71	355.15	665,144.24	-	2,523,581.10
All Funds	83,933,545.64	12,793.60	2,519,422.19	10,875,719.10	75,590,042.33

## ICT Funds Management

0.0100%

Description	10/31/10 Balance	Interest	Deposits	Debits	11/30/10 Balance
General	\$ 11,258,140.68	165.89	-	-	11,258,306.57
Parks Bond 2008	\$ 1,000,894.82	14.43	-	202,000.00	798,909.25
Certificates of Obligation '09	\$ 1,000,894.82	14.74	-	-	1,000,909.56
Road Construction 2009	\$ 1,000,894.82	14.74	-	-	1,000,909.56
Pass Thru Revenue 2009	\$ 8,007,158.06	117.95	-	-	8,007,276.01
All Funds	22,267,983.20	327.75	-	202,000.00	22,066,310.95

PAGE 2

CLASS - MBIA		0.2400%		NAV 1.00	
Description	10/31/10 Balance	Interest	Deposits	Debits	11/30/10 Balance
General	\$ 3,746,826.63	754.37	-	-	3,747,581.00
Parks Bond 2008	\$ 2,005,732.90	296.94	-	2,000,000.00	6,029.84
Certificates of Obligation '09	\$ 2,005,732.90	403.79	-	-	2,006,136.69
Road Construction 2009	\$ 1,860,948.67	374.86	-	-	1,861,323.53
Pass Thru Revenue 2009	\$ 6,017,198.50	1,211.43	-	-	6,018,409.93
All Funds	15,636,439.60	3,041.19	-	2,000,000.00	13,639,480.79
LOGIC					
	0.2244%	1.00006			
Description	10/31/10 Balance	Interest	Deposits	Debits	11/30/10 Balance
General	\$ 5,512,649.67	1,016.79	-	-	5,513,666.46
Road and Bridge General	\$ 1,752,496.12	323.24	-	-	1,752,819.36
Medical and Dental Fund	\$ 1,388.73	0.26	-	-	1,388.99
D.A. Drug Forfeiture	\$ 62.46	0.01	-	-	62.47
Health Services Grants	\$ 36.57	0.01	-	-	36.58
Family Health Services	\$ 421.30	0.08	-	-	421.38
Historical Commission Trust	\$ 7,215.42	1.33	-	-	7,216.75
Certificates of Obligation '09	\$ 1,002,653.19	184.94	-	-	1,002,838.13
Road Construction 2009	\$ 962,600.74	99.45	-	838,745.77	123,954.42
Pass Thru Revenue 2009	\$ 5,013,256.44	924.68	-	-	5,014,181.12
Hays County I & S	\$ 1,932,969.02	356.53	-	-	1,933,325.55
All Funds	16,185,749.66	2,907.32	-	838,745.77	15,349,911.21

TREASURY BILLS AND NOTES									
Description	Price	Yield	Maturity	Balances 10/31/10		Transactions		Balances 11/30/10	
				Par Value	Book Value	Market Value	Purchases	Par Value	Book Value
912795W80	99.8604		157/11/26/10	100,000.00	99,960.39	99,960.12	-	100,000.00	99,999.18
912795W98	99.9633		147/12/2/10	100,000.00	99,960.39	99,960.12	-	200,000.00	199,925.69
912795X69	99.9659		137/12/01/11	200,000.00	199,925.69	199,977.90	-	200,000.00	199,925.69
912795X97	99.9671		Hays County I & S	250,000.00	249,914.69	249,937.17	-	250,000.00	249,949.71
				250,000.00	249,914.69	249,937.17	-	250,000.00	249,949.71
912795C4	99.985		132/12/2/11	500,000.00	498,835.70	498,857.50	-	500,000.00	499,881.59
General				500,000.00	499,835.70	498,857.50	-	500,000.00	499,881.59
				100,000.00	99,965.00	99,965.00	-	100,000.00	99,964.88
TOTAL				1,050,000.00	1,049,637.47	1,049,762.69	100,000.00	1,050,000.00	1,049,642.08

## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

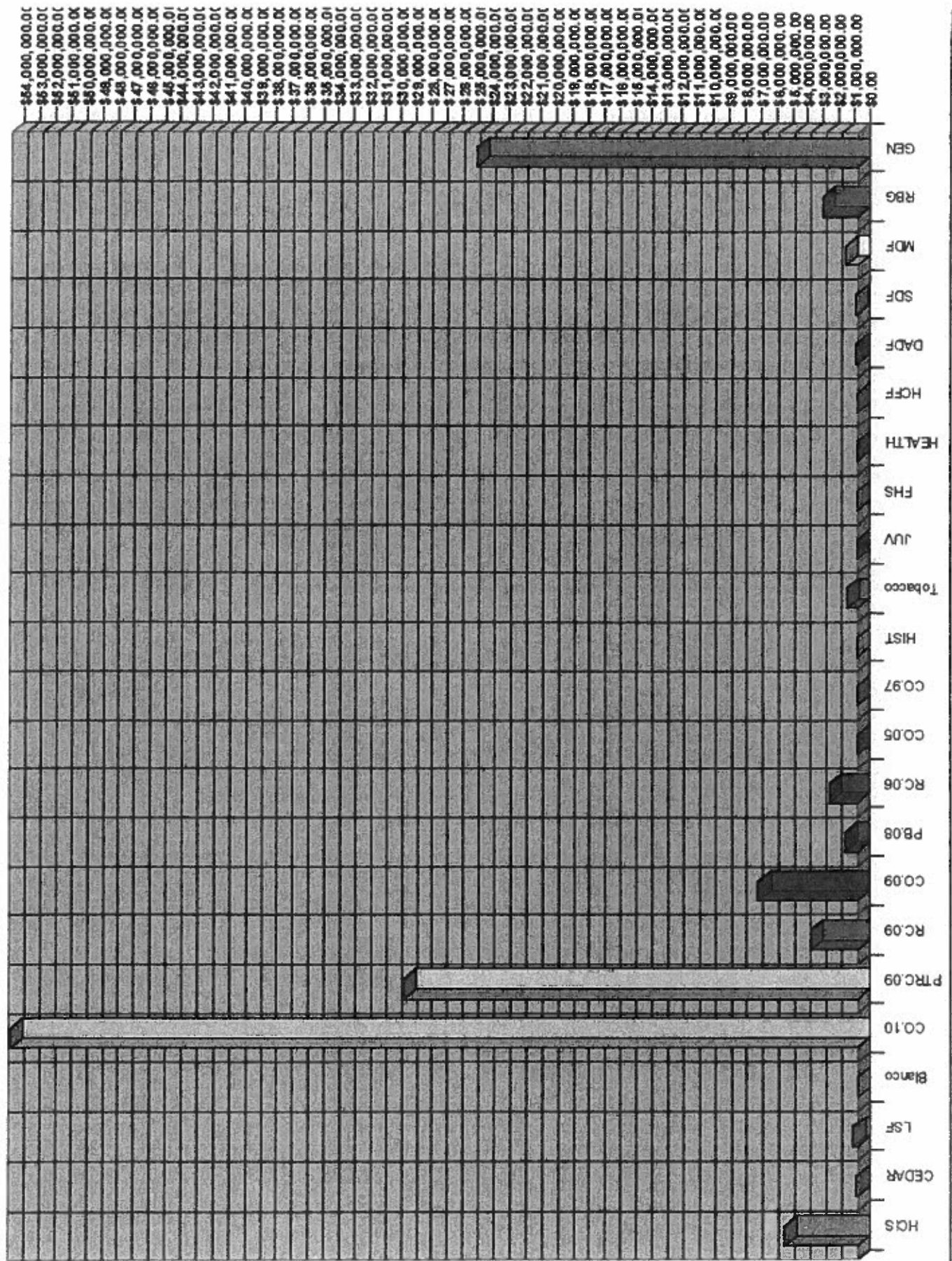
Description	Fund	Yield/ Maturity	Balances 10/31/10		Transactions		Balances 11/30/10	
			Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72% 11/7/09						
Security State Bank	General	3.06% 6/14/10	156.19	156.19			156.19	156.19
Security State Bank	General	3.14% 6/14/12	11,877.81	11,877.81			11,877.81	11,877.81
Security State Bank	General	2.94% 7/10/10						
Security State Bank	General	2.99% 7/10/12	8,314.77	8,314.77			8,314.77	8,314.77
Security State Bank	General	2.56% 1/4/13	7,110.73	7,110.73			7,110.73	7,110.73
Security State Bank	General	2.99% 1/4/13	10,187.17	10,187.17			10,187.17	10,187.17
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75			8,122.75	8,122.75
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38			9,487.38	9,487.38
Franklin Bank	General	2.64% 8/8/12						
Franklin Bank	General	1.91% 10/19/11	172.79	172.79			172.79	172.79
<b>TOTAL</b>			55,429.59	55,429.59	-	-	55,429.59	55,429.59

TOTAL Fund Balances 139,416,764.55 127,981,191.89

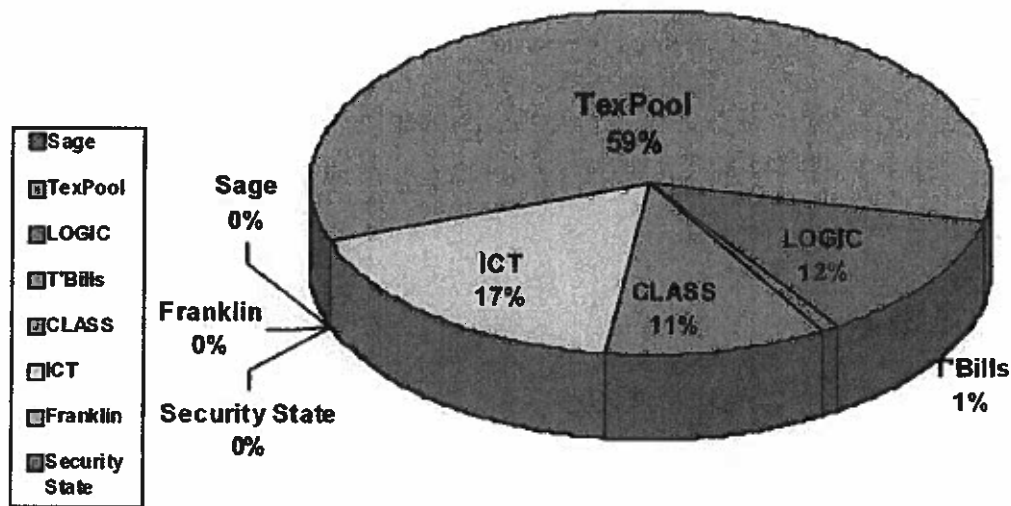
## BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .147%

Fund balances for 11/30/10



## INVESTMENT ALLOCATION TOTALS NOVEMBER 2010



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

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF DECEMBER 2010

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 43,966.80	\$ 62.18	\$ 1,490,410.41	\$ 3,182,000.00	\$ 4,629,285.07	\$ -	\$ 87,154.32	\$ 34,559,059.28	\$ 34,646,213.60
Road and Bridge General	\$ 827.44	\$ 6.74	\$ 146,979.40	\$ 292,000.00	\$ 437,768.37	\$ 2,037.47	\$ 7.74	\$ 3,984,549.34	\$ 3,984,557.08
Medical and Dental Fund	\$ 2.74	\$ 50.03	\$ 1,588,600.99	\$ -	\$ 1,588,603.73	\$ -	\$ 50.03	\$ 1,717,509.04	\$ 1,717,559.07
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 76,801.28	\$ 76,802.28
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 475.00	\$ 475.00	\$ -	\$ 1.00	\$ 43,721.84	\$ 43,722.84
Hot Check Fee Fund	\$ 18,713.20	\$ -	\$ 1,226.48	\$ -	\$ 2,093.18	\$ -	\$ 17,846.50	\$ -	\$ 17,846.50
Health Services Grants	\$ 85.57	\$ 2.70	\$ 34,388.22	\$ -	\$ 30,556.55	\$ -	\$ 3,919.94	\$ 39.50	\$ 3,959.44
Family Health Services	\$ 5,689.27	\$ 1.71	\$ 195,328.32	\$ -	\$ 194,192.36	\$ -	\$ 6,826.94	\$ 421.46	\$ 7,248.40
Juvenile Detention Center	\$ 2,890.06	\$ 14.63	\$ 554,798.57	\$ -	\$ 478,309.83	\$ -	\$ 79,393.43	\$ 6.03	\$ 79,399.46
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 638,327.44	\$ 638,328.44
Historical Commission Trust Fund	\$ 596.00	\$ -	\$ 340.00	\$ -	\$ -	\$ 935.00	\$ 1.00	\$ 25,802.34	\$ 25,803.34

### CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 35,678.16	\$ 35,678.16	\$ -	\$ 1.00	\$ 1,776,884.28	\$ 1,776,885.28
Parks Bond 2008	\$ 100,001.00	\$ -	\$ -	\$ 805,418.58	\$ 905,419.58	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2009	\$ 1.05	\$ 0.83	\$ -	\$ 200,851.80	\$ 200,851.85	\$ -	\$ 1.83	\$ 6,155,494.07	\$ 6,155,495.90
Road Construction Bond 2009	\$ 8.08	\$ 2.46	\$ -	\$ 599,032.86	\$ 599,039.94	\$ -	\$ 3.46	\$ 2,394,251.93	\$ 2,394,255.39
Pass Thru Revenue Bond 2009	\$ 4.77	\$ 1.02	\$ -	\$ 249,049.80	\$ 249,053.57	\$ -	\$ 2.02	\$ 28,588,575.31	\$ 28,588,577.33
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,425,773.34	\$ 2,425,773.34	\$ -	\$ 1.00	\$ 51,511,100.48	\$ 51,511,101.48
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 14,252.00	\$ 14,252.00	\$ -	\$ 1.00	\$ 268,367.44	\$ 268,368.44
SECO Energy Eff & Conservation	\$ -	\$ -	\$ 18,591.00	\$ -	\$ 18,590.00	\$ -	\$ 1.00	\$ -	\$ 1.00
Cedar Oaks Mesa	\$ 28,861.01	\$ -	\$ 68,118.09	\$ -	\$ 85,978.14	\$ -	\$ 11,000.96	\$ -	\$ 11,000.96

### INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 28,721.94	\$ 7.81	\$ 29,000.00	\$ -	\$ -	\$ 57,720.94	\$ 8.81	\$ 10,462,341.42	\$ 10,462,350.23
<b>GRAND TOTALS:</b>	\$ 230,374.94	\$ 150.11	\$ 4,127,781.48	\$ 7,804,531.54	\$ 11,895,920.67	\$ 60,693.41	\$ 206,223.99	\$ 142,203,252.48	\$ 142,409,476.47

### Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 185,528.19
General Fund to Juvenile Center	\$ 458,253.28
General Fund to SECO	\$ 18,591.00

# Hays County Treasurer's Investment Report

For December 2010

## SAGE CAPITAL BANK CHECKING

Description	11/30/10 Balance	Interest	Deposits	Debits	12/31/10 Balance
All Funds (see Page 1)	\$ 230,374.94	150.11	11,932,313.02	11,956,614.08	206,223.99

## TEXPOOL

	0.1700%	1.000020			
Description	11/30/10 Balance	Interest	Deposits	Debits	12/31/10 Balance
General	\$ 2,832,743.10	640.88	13,532,160.36	3,183,348.32	13,182,196.02
Road and Bridge General	\$ 524,971.49	119.83	1,998,320.35	292,000.00	2,231,411.67
Medical and Dental Fund	\$ 760,954.57	121.00	955,044.23	-	1,716,119.80
Sheriff's Drug Forfeiture	\$ 76,790.34	10.94	-	-	76,801.28
D.A. Drug Forfeiture	\$ 44,128.11	6.25	-	475.00	43,659.36
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 6.03	-	-	-	6.03
Tobacco Settlement Fund	\$ 638,236.51	90.93	-	-	638,327.44
Historical Commission Trust	\$ 17,646.71	2.57	935.00	-	18,584.28
Road Construction 2006	\$ 1,812,307.96	254.48	-	35,578.16	1,776,884.28
Parks Bond 2008	\$ 472.40	-	-	472.40	0.00
Certificates of Obligation '09	\$ 2,345,528.90	312.04	-	200,851.80	2,144,989.14
Road Construction 2009	\$ 6,720.92	0.99	-	-	6,721.91
Pass Thru Revenue 2009	\$ 9,793,974.75	1,372.39	-	249,049.80	9,546,297.34
Certificates of Obligation '10	\$ 53,929,396.13	7,477.69	-	2,425,773.34	51,511,100.48
LCRA Service Fee Fund	\$ 282,580.40	39.04	-	14,252.00	268,367.44
Hays County I & S	\$ 2,523,581.10	540.06	5,754,628.93	-	8,278,750.09
All Funds	75,590,042.33	10,989.09	22,241,088.87	6,401,900.82	91,440,219.47

## ICT Funds Management

	0.0700%				
Description	11/30/10 Balance	Interest	Deposits	Debits	12/31/10 Balance
General	\$ 11,258,306.57	416.19	-	-	11,258,722.76
Parks Bond 2008	\$ 798,909.25	-	-	798,909.25	-
Certificates of Obligation '09	\$ 1,000,909.56	36.98	-	-	1,000,946.54
Road Construction 2009	\$ 1,000,909.56	34.78	-	70,003.98	930,940.36
Pass Thru Revenue 2009	\$ 8,007,276.01	296.04	-	-	8,007,572.05
All Funds	22,066,310.95	783.99	-	868,913.23	21,198,181.71



CLASS - MBIA		0.2400%	NAV 1.00			
Description	11/30/10 Balance	Interest	Deposits	Debits	12/31/10 Balance	
General	\$ 3,747,581.00	749.95	-	-	3,748,330.95	
Parks Bond 2008	\$ 6,029.84	0.64	-	6,030.48	0.00	
Certificates of Obligation '09	\$ 2,006,136.69	401.46	-	-	2,006,538.15	
Road Construction 2009	\$ 1,861,323.33	318.28	-	529,028.88	1,332,612.73	
Pass Thru Revenue 2009	\$ 6,018,409.93	1,204.30	-	-	6,019,614.23	
All Funds	13,639,480.79	2,674.63	-	535,059.36	13,107,096.06	
LOGIC						
	0.2138%	1.00007				
Description	11/30/10 Balance	Interest	Deposits	Debits	12/31/10 Balance	
General	\$ 5,513,666.46	1,001.27	-	-	5,514,667.73	
Road and Bridge General	\$ 1,752,819.36	318.31	-	-	1,753,137.67	
Medical and Dental Fund	\$ 1,388.99	0.25	-	-	1,389.24	
D.A. Drug Forfeiture	\$ 62.47	0.01	-	-	62.48	
Health Services Grants	\$ 36.58	0.01	-	-	36.59	
Family Health Services	\$ 421.38	0.08	-	-	421.46	
Historical Commission Trust	\$ 7,216.75	1.31	-	-	7,218.06	
Certificates of Obligation '09	\$ 1,002,838.13	182.11	-	-	1,003,020.24	
Road Construction 2009	\$ 123,954.42	22.51	-	-	123,976.93	
Pass Thru Revenue 2009	\$ 5,014,181.12	910.57	-	-	5,015,091.69	
Hays County I & S	\$ 1,933,325.55	351.09	-	-	1,933,676.64	
All Funds	15,349,911.21	2,787.52	-	-	15,352,698.73	

## TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Balances 11/30/10		Transactions		Balances 12/31/10	
			Par Value	Book Value	Market Value	Purchases	Par Value	Book Value
912795W98	99.9833	.147 12/2/10	200,000.00	199,928.89	199,999.18		200,000.00	
		General	200,000.00	199,928.89	199,999.18		200,000.00	
912795X89	99.9859	.137 1/20/11	250,000.00	249,914.89	249,949.71			
		Hays County I & S	250,000.00	249,914.89	249,949.71			
912795X97	99.9871	.132 1/27/11	500,000.00	499,835.70	499,881.59			
		General	500,000.00	499,835.70	499,881.59			
912795C4	99.985	.142 2/24/11	100,000.00	99,865.06	99,984.88			
		General	100,000.00	99,865.06	99,984.88			
9127952D2	99.9858	.178 3/3/11	100,000.00	99,965.00	99,984.88			
		General	100,000.00	99,965.00	99,984.88			
						200,000.00	200,000.00	
						200,000.00		
TOTAL			1,050,000.00	1,049,642.08	1,049,795.36	200,000.00	1,050,000.00	1,049,626.92
								1,049,918.20

## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

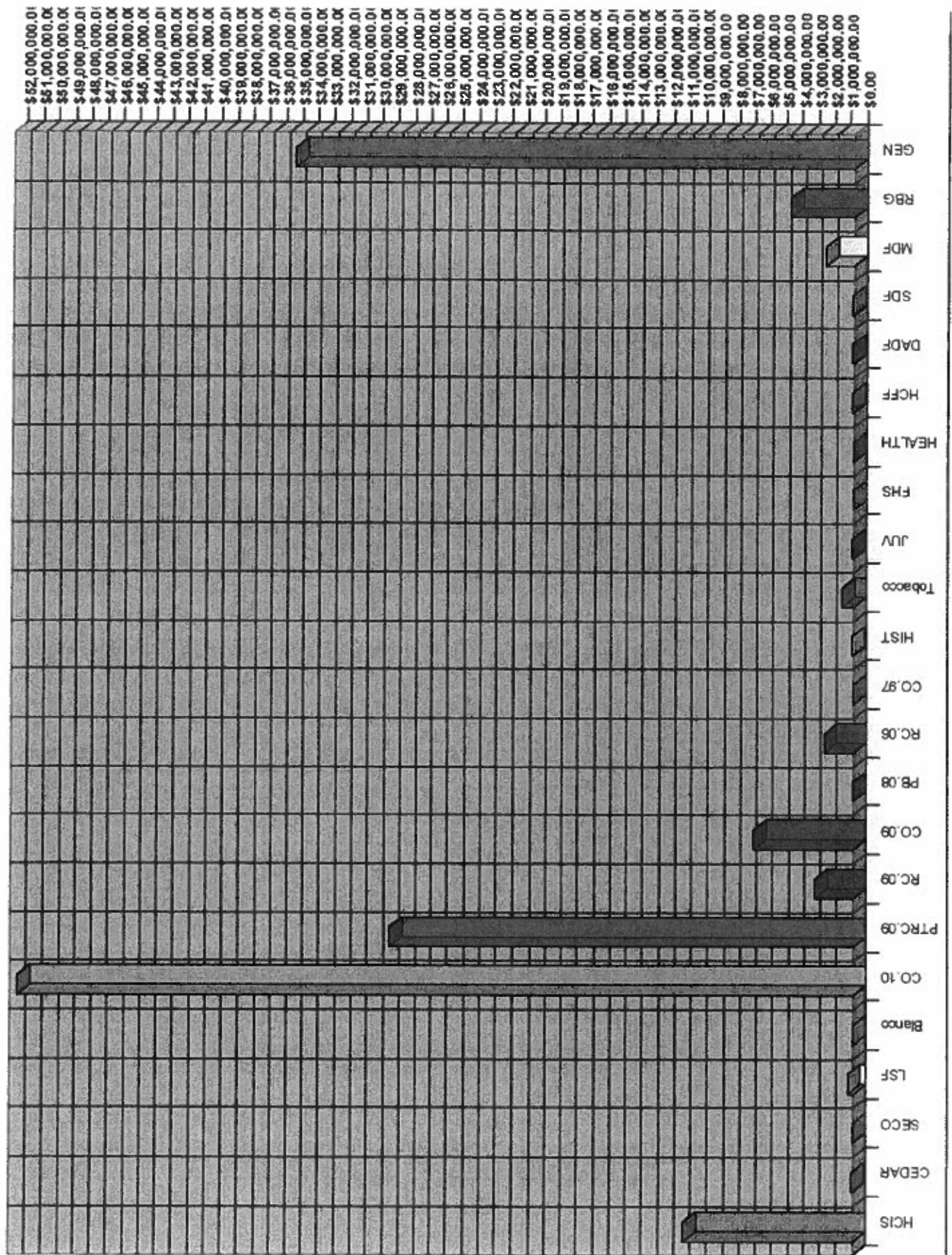
Description	Fund	Yield/ Maturity	Balances 11/30/10			Transactions		Balances 12/31/10		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72% 11/17/09								
Security State Bank	General	3.06% 6/14/10	156.19	156.19	156.19			156.19	156.19	156.19
Security State Bank	General	3.14% 6/14/12	11,877.81	11,877.81	11,877.81			11,877.81	11,877.81	11,877.81
Security State Bank	General	2.94% 7/10/10								
Security State Bank	General	2.99% 7/10/12	8,314.77	8,314.77	8,314.77			8,314.77	8,314.77	8,314.77
Security State Bank	General	2.56% 1/4/13	7,110.73	7,110.73	7,110.73			7,110.73	7,110.73	7,110.73
Security State Bank	General	2.99% 1/4/13	10,187.17	10,187.17	10,187.17			10,187.17	10,187.17	10,187.17
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75	8,122.75			8,122.75	8,122.75	8,122.75
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38	9,487.38			9,487.38	9,487.38	9,487.38
Franklin Bank	General	2.64% 8/8/12								
Franklin Bank	General	1.91% 10/19/11	172.79	172.79	172.79			172.79	172.79	172.79
<b>TOTAL</b>			55,429.59	55,429.59	55,429.59			55,429.59	55,429.59	55,429.59

TOTAL Fund Balances 127,981,191.89 | 142,409,476.47

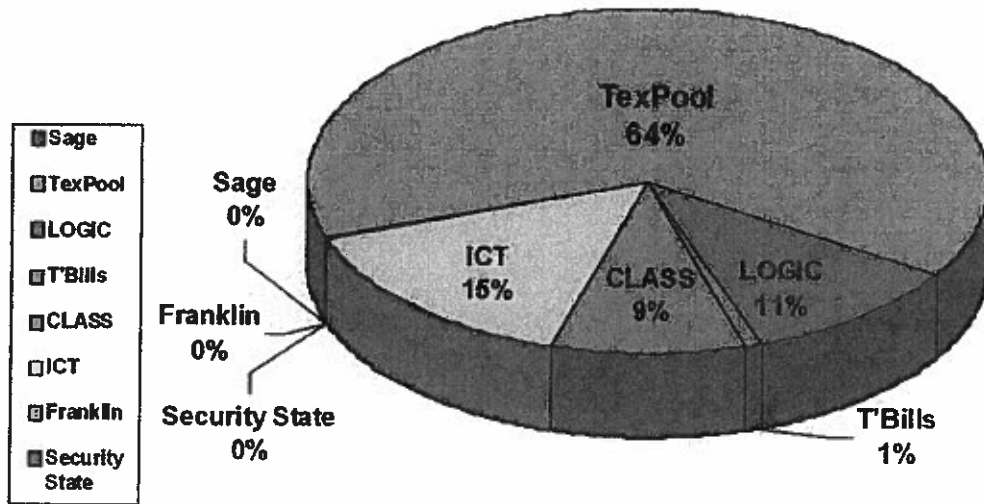
## BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING 1.22%

Fund balances for 12/31/10

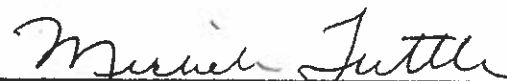


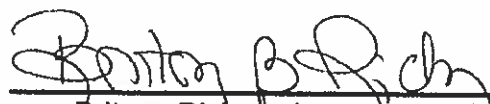
# INVESTMENT ALLOCATION TOTALS DECEMBER 2010



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

  
Bill Herzog, Hays County Auditor

  
Michele Tuttle, Hays County Treasurer

  
Britney Richey, Accountant, Hays County

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF JANUARY 2011

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 87,154.32	\$ 165.40	\$ 6,431,954.59	\$ 2,509,426.42	\$ 8,863,046.86	\$ 146,807.68	\$ 18,846.19	\$ 38,906,486.87	\$ 38,925,333.06
Road and Bridge General	\$ 7.74	\$ 37.35	\$ 574,875.63	\$ 313,497.47	\$ 594,967.13	\$ 293,412.71	\$ 38.35	\$ 5,735,573.67	\$ 5,735,612.02
Medical and Dental Fund	\$ 50.03	\$ 1.93	\$ 477,895.36	\$ -	\$ 477,744.39	\$ -	\$ 2.93	\$ 1,717,740.57	\$ 1,717,743.50
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 843.55	\$ 843.55	\$ -	\$ 1.00	\$ 75,968.06	\$ 75,969.06
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ 215.00	\$ 13.08	\$ 228.08	\$ -	\$ 1.00	\$ 43,714.66	\$ 43,715.66
Hot Check Fee Fund	\$ 17,846.50	\$ -	\$ 2,942.98	\$ -	\$ 827.38	\$ -	\$ 19,962.10	\$ -	\$ 19,962.10
Health Services Grants	\$ 3,919.94	\$ 5.00	\$ 42,777.57	\$ -	\$ 11,356.06	\$ 35,000.00	\$ 346.45	\$ 35,039.68	\$ 35,386.13
Family Health Services	\$ 6,826.94	\$ 2.44	\$ 194,129.12	\$ -	\$ 198,978.04	\$ -	\$ 1,980.46	\$ 421.53	\$ 2,401.99
Juvenile Detention Center	\$ 79,393.43	\$ 22.10	\$ 350,782.38	\$ 75,000.00	\$ 424,935.59	\$ 79,377.80	\$ 884.52	\$ 4,392.38	\$ 5,276.90
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 638,413.49	\$ 638,414.49
Historical Commission Trust Fund	\$ 1.00	\$ -	\$ 210.00	\$ -	\$ -	\$ 210.00	\$ 1.00	\$ 26,016.09	\$ 26,017.09

### CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 26,037.15	\$ 26,037.15	\$ -	\$ 1.00	\$ 1,751,084.43	\$ 1,751,085.43
Parks Bond 2008	\$ -	\$ -	\$ -	\$ 902,618.50	\$ -	\$ 902,616.50	\$ 2.00	\$ 902,620.76	\$ 902,622.76
Certificates of Obligation 2009	\$ 1.83	\$ 0.14	\$ -	\$ 34,223.02	\$ 34,223.85	\$ -	\$ 1.14	\$ 6,122,167.91	\$ 6,122,169.05
Road Construction Bond 2009	\$ 3.46	\$ 0.45	\$ -	\$ 109,026.83	\$ 109,029.29	\$ -	\$ 1.45	\$ 2,285,538.20	\$ 2,285,539.65
Pass Thru Revenue Bond 2009	\$ 2.02	\$ 6.63	\$ -	\$ 352,620.04	\$ 352,621.06	\$ -	\$ 7.63	\$ 28,239,690.81	\$ 28,239,698.44
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 1,848,727.16	\$ 1,848,727.16	\$ -	\$ 1.00	\$ 49,669,209.72	\$ 49,669,210.72
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 23,000.00	\$ 23,000.00	\$ -	\$ 1.00	\$ 245,402.34	\$ 245,403.34
SECO Energy Eff & Conservation	\$ 1.00	\$ -	\$ 8,872.50	\$ -	\$ 8,872.50	\$ -	\$ 1.00	\$ -	\$ 1.00
Cedar Oaks Mesa	\$ 11,000.96	\$ -	\$ 149,708.14	\$ -	\$ 21,322.00	\$ -	\$ 139,387.10	\$ -	\$ 139,387.10

### INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 8.81	\$ 112.09	\$ 688,568.95	\$ -	\$ 500.00	\$ 668,075.76	\$ 114.09	\$ 15,884,191.68	\$ 15,884,305.77
<b>GRAND TOTALS:</b>	\$ 206,223.99	\$ 353.53	\$ 8,902,732.22	\$ 6,195,033.22	\$ 12,997,260.09	\$ 2,125,500.45	\$ 181,582.42	\$ 152,283,672.85	\$ 152,465,255.27

### Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 185,528.19
General Fund to Juvenile Center	\$ 458,253.28
General Fund to SECO	\$ 27,463.50

# Hays County Treasurer's Investment Report

For January 2011

## SAGE CAPITAL BANK CHECKING

Description	12/31/10 Balance	Interest	Deposits	Debits	1/31/11 Balance
All Funds (see Page 1)	\$ 206,223.99	353.53	15,097,765.44	15,122,760.54	181,582.42

## TEXPOOL

	0.1600%	1.000030			
Description	12/31/10 Balance	Interest	Deposits	Debits	1/31/11 Balance
General	\$ 13,182,196.02	2,212.41	11,624,345.01	7,281,426.42	17,527,327.02
Road and Bridge General	\$ 2,231,411.67	402.50	2,083,808.04	313,497.47	3,982,124.74
Medical and Dental Fund	\$ 1,716,119.80	231.28	-	-	1,716,351.08
Sheriff's Drug Forfeiture	\$ 76,801.28	10.33	-	843.55	75,968.06
D.A. Drug Forfeiture	\$ 43,659.36	5.89	-	13.08	43,652.17
Health Services Grants	\$ 2.91	0.17	35,000.00	-	35,003.08
Juvenile Center	\$ 6.03	8.55	79,377.80	75,000.00	4,392.38
Tobacco Settlement Fund	\$ 638,327.44	86.05	-	-	638,413.49
Historical Commission Trust	\$ 18,584.28	2.47	210.00	-	18,796.75
Road Construction 2006	\$ 1,776,884.28	237.30	-	26,037.15	1,751,084.43
Parks Bond 2008	\$ 0.00	4.26	902,616.50	-	902,620.76
Certificates of Obligation '09	\$ 2,144,989.14	287.16	-	34,223.02	2,111,053.28
Road Construction 2009	\$ 6,721.91	0.93	-	-	6,722.84
Pass Thru Revenue 2009	\$ 9,546,297.34	1,260.86	-	352,620.04	9,194,938.16
Certificates of Obligation '10	\$ 51,511,100.48	6,836.40	-	1,848,727.16	49,669,209.72
LCRA Service Fee Fund	\$ 268,367.44	34.90	-	23,000.00	245,402.34
Hays County I & S	\$ 8,278,750.09	1,444.89	5,420,074.70	-	13,700,269.68
All Funds	\$ 91,440,219.47	13,066.35	20,125,432.05	9,955,387.89	101,623,329.98

## ICT Funds Management

	0.0700%				
Description	12/31/10 Balance	Interest	Deposits	Debits	1/31/11 Balance
General	\$ 11,258,722.76	650.84	-	-	11,259,373.60
Certificates of Obligation '09	\$ 1,000,946.54	57.87	-	-	1,001,004.41
Road Construction 2009	\$ 930,940.36	53.90	-	-	930,994.26
Pass Thru Revenue 2009	\$ 8,007,572.05	462.98	-	-	8,008,035.03
All Funds	\$ 21,198,181.71	1,225.59	-	-	21,199,407.30

CLASS - MBIA		0.2200%	NAV 1.00			
Description	12/31/10 Balance	Interest	Deposits	Debits	1/31/11 Balance	
General	\$ 3,748,330.95	698.26	-	-	3,749,029.21	
Certificates of Obligation '09	\$ 2,006,538.15	373.75	-	-	2,006,911.90	
Road Construction 2009	\$ 1,332,612.73	248.25	-	-	1,332,860.98	
Pass Thru Revenue 2009	\$ 6,019,614.23	1,121.31	-	-	6,020,735.54	
All Funds	13,107,096.06	2,441.57	-	-	13,109,537.63	
LOGIC						
	0.2090%	1.00006				
Description	12/31/10 Balance	Interest	Deposits	Debits	1/31/11 Balance	
General	\$ 5,514,667.73	979.09	-	-	5,515,646.82	
Road and Bridge General	\$ 1,753,137.67	311.26	-	-	1,753,448.93	
Medical and Dental Fund	\$ 1,389.24	0.25	-	-	1,389.49	
D.A. Drug Forfeiture	\$ 62.48	0.01	-	-	62.49	
Health Services Grants	\$ 36.59	0.01	-	-	36.60	
Family Health Services	\$ 421.46	0.07	-	-	421.53	
Historical Commission Trust	\$ 7,218.06	1.28	-	-	7,219.34	
Certificates of Obligation '09	\$ 1,003,020.24	178.08	-	-	1,003,198.32	
Road Construction 2009	\$ 123,976.93	10.02	-	109,026.83	14,960.12	
Pass Thru Revenue 2009	\$ 5,015,091.69	890.39	-	-	5,015,982.08	
Hays County I & S	\$ 1,933,676.64	343.31	-	-	1,934,019.95	
All Funds	15,352,698.73	2,713.77	-	109,026.83	15,246,385.67	
TREASURY BILLS AND NOTES						
Description	Price	Yield	Maturity	Par Value	Market Value	Book Value
912795X89	99.9659	.137	1/20/11	250,000.00	249,994.72	250,000.00
			Hays County I & S	250,000.00	249,994.72	250,000.00
912795X97	99.9871	.132	1/27/11	500,000.00	499,835.70	500,000.00
			General	500,000.00	499,835.70	500,000.00
912795C1	99.985	.142	2/24/11	100,000.00	99,985.00	100,000.00
			General	100,000.00	99,985.00	100,000.00
912795ZD2	99.9558	.176	3/3/11	200,000.00	199,911.53	200,000.00
			General	200,000.00	199,911.53	200,000.00
912795ZM2	99.9508	.157	4/21/11	250,000.00	249,902.05	250,000.00
			Hays County I & S	250,000.00	249,902.05	250,000.00
912795ZN0	99.9508	.157	4/28/11	500,000.00	499,804.10	500,000.00
			General	500,000.00	499,804.10	500,000.00
TOTAL				1,050,000.00	1,049,626.92	1,049,582.68



## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield	Maturity	Balances 12/31/10		Transactions		Balances 1/31/11	
				Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Security State Bank	General	2.72%	11/7/09						
Security State Bank	General	3.06%	6/14/10	156.19	156.19			156.19	156.19
Security State Bank	General	3.14%	6/14/12	11,877.81	11,877.81			11,877.81	11,877.81
Security State Bank	General	2.94%	7/10/10						
Security State Bank	General	2.99%	7/10/12	8,314.77	8,314.77			8,314.77	8,314.77
Security State Bank	General	2.56%	1/4/13	7,110.73	7,110.73			7,110.73	7,110.73
Security State Bank	General	2.99%	1/4/13	10,187.17	10,187.17			10,187.17	10,187.17
Security State Bank	General	2.99%	1/4/13	8,122.75	8,122.75			8,122.75	8,122.75
Security State Bank	General	2.99%	1/4/13	9,487.38	9,487.38			9,487.38	9,487.38
Franklin Bank	General	2.64%	8/8/12						
Franklin Bank	General	1.91%	10/19/11	172.79	172.79			172.79	172.79
<b>TOTAL</b>				55,429.59	55,429.59			55,429.59	55,429.59

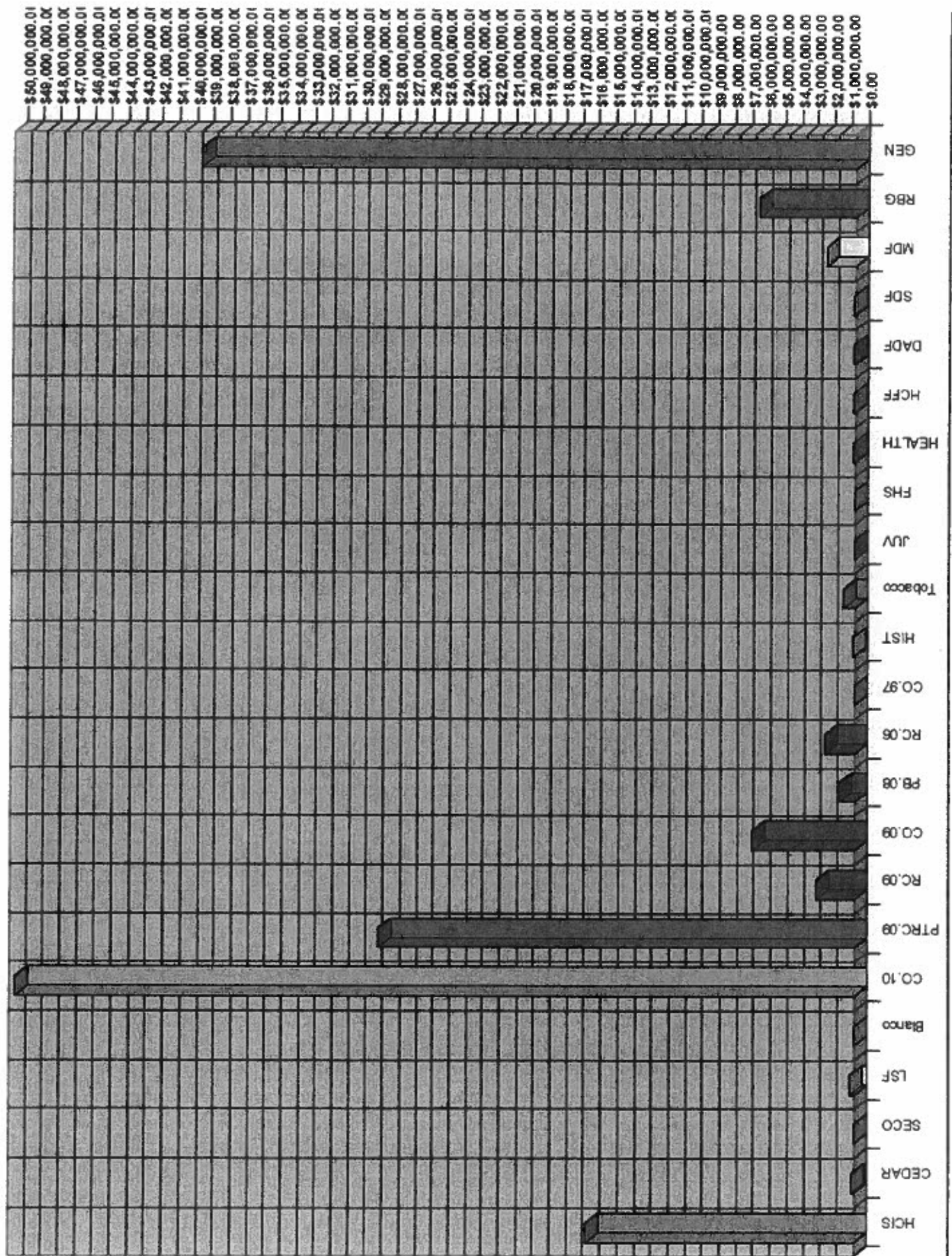
TOTAL Fund Balances 142,409,476.47 | 152,465,255.27

## BENCHMARK

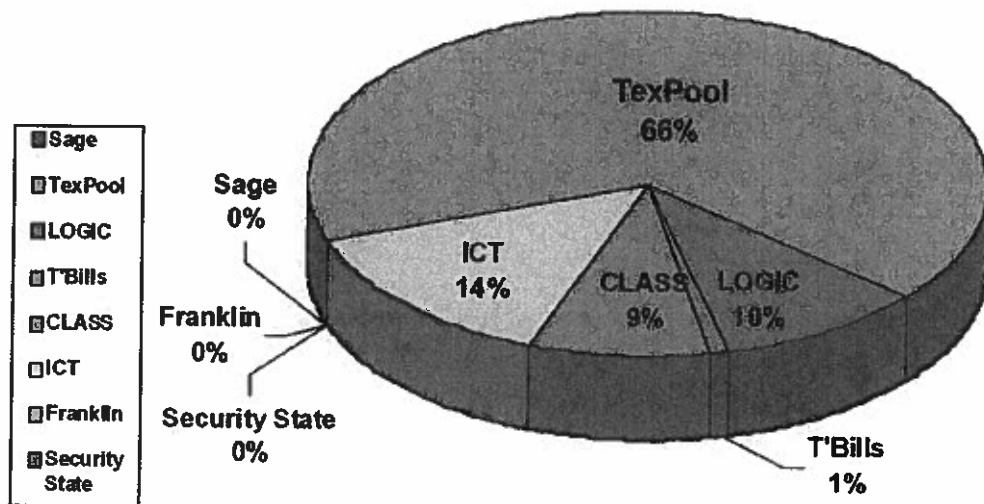
CURRENT 90 DAY TREASURY BILL YIELDING .147%



Fund balances for 1/31/11



# INVESTMENT ALLOCATION TOTALS JANUARY 2011



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*Bill Herzog*  
Bill Herzog, Hays County Auditor

*Michele Tuttle*  
Michele Tuttle, Hays County Treasurer

*Britney Richey*  
Britney Richey, Accountant, Hays County

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM: Approve a preliminary Hays County Budget Calendar for FY 2012.**

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: COBB/HERZOG**

**SPONSORED BY: COBB**

**SUMMARY:**

Hays County  
FY 2012  
 BUDGET CALENDAR

April 8th	Budget notification sent to all departments
April 8th - May 6th	Departments meet with IT for all data equipment requests & HR for all personnel changes as needed
May 6th	Deadline for entering Requested Budget into NWS financial software
June 14th	Notification sent to County Judge and Commissioners that requested budgets are completed
June 14th - July 22nd	County Judge prepares budget proposal and meets with department heads as needed
July 25th	Chief appraiser certifies approved appraisal roll
August 2nd	County Judge presents proposed budget to Commissioners' Court and files a copy with the County Clerk
August 2nd - 16th	Budget workshops begin
August 16th	Vote on proposed tax rate and schedule public hearings on the tax rate and budget
August 21st	Publish 1st notice of public hearing on tax increase; budget notices mailed to Elected Officials'; Publish Elected Officials' salaries; Publish notice of hearing on budget
September 6th	Public hearing on tax rate (at least 7 days after public notice) - 9am
September 13th	Second public hearing on tax rate (at least 3 days after the 1st tax rate hearing) - 6pm
September 16th	Publish 2nd notice for tax rate
September 20th	Public hearing on the budget, adopt the budget, set salaries of elected officials - 9am
September 20th	Set tax rate and levy taxes (at least 3 days but no more than 14 days after 2nd public hearing)
September 30th	File final approved budget with County Clerk

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Call for a public hearing on April 12, 2011 to establish traffic regulations on Valley View Road in Burnett Ranch Estates subdivision.

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

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** n/a

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

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

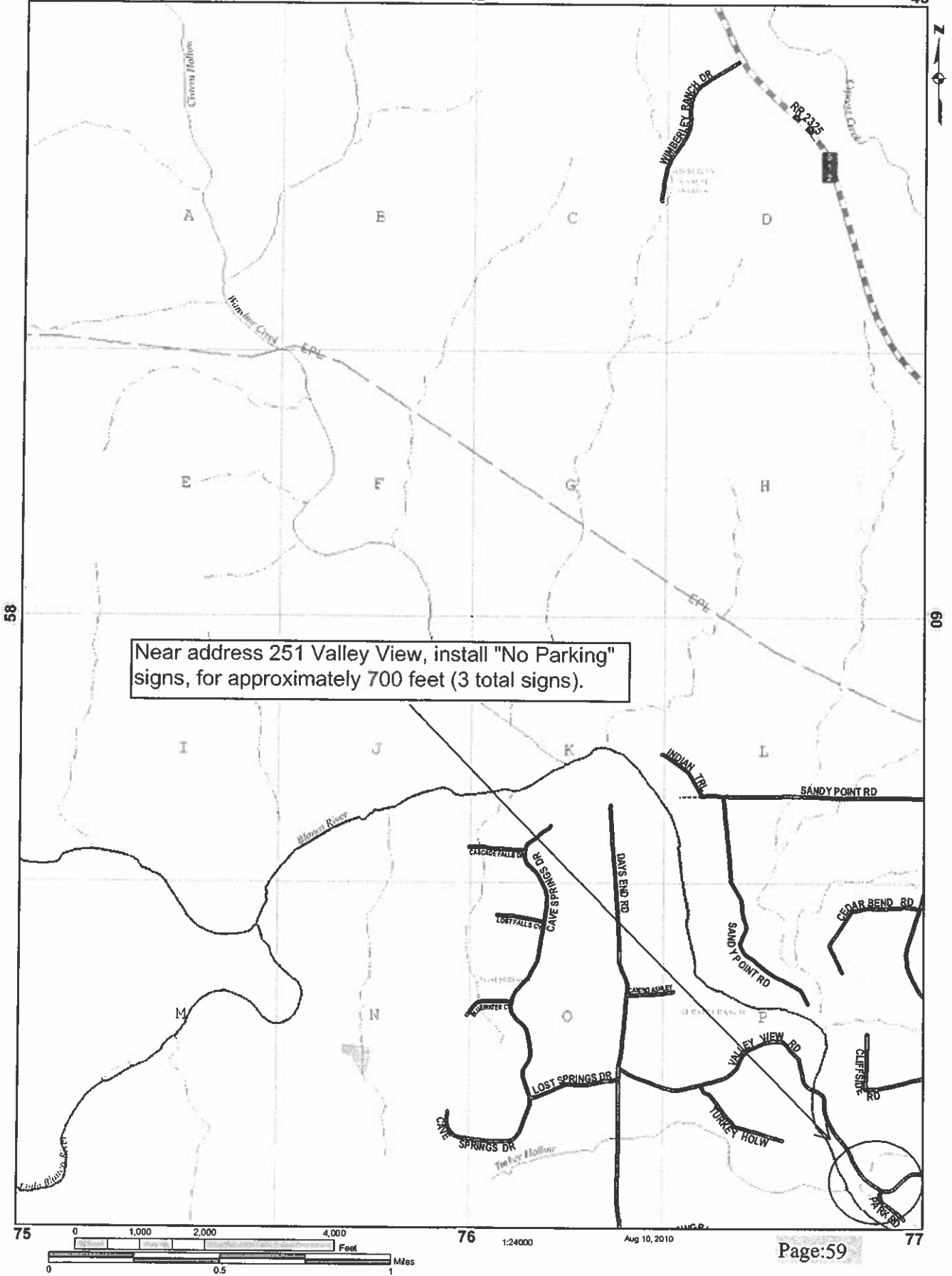
To establish: a "No Parking" zone of about 700 feet from the park gate on the south side of Valley View Road going towards the Blanco River low-water crossing (only 3 signs are needed).

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Call for a public hearing on April 12, 2011 to establish traffic regulations in Brushy Creek subdivision.**

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

<b>PREFERRED MEETING DATE REQUESTED:</b> March 29, 2011
---

<b>AMOUNT REQUIRED:</b> N/A
-----------------------------

<b>LINE ITEM NUMBER OF FUNDS REQUIRED:</b> N/A
--

<b>REQUESTED BY:</b> Jerry Borcharding
--

<b>SPONSORED BY:</b> Commissioner Precinct 2 Mark Jones
---

**SUMMARY:**

The public meeting will be held to establish a stop sign on Meyers Road at S. Turnersville Rd, a stop sign on Lanes Lane at S. Turnersville Rd, a stop sign on Calderon Street at Meyers Road, a stop sign on Calderon Street at Lanes Lane, and a speed limit of 25 MPH.

**STAFF REVIEW/COMMENTS**

<b>ENVIRONMENTAL HEALTH DIRECTOR:</b>
---------------------------------------

<b>ROAD DIRECTOR:</b>
-----------------------

<b>STAFF RECOMMENDATIONS:</b>
-------------------------------





## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**11-2-4 Hallett Entjer Subdivision (2 lots). Discussion and possible action to consider approval of final plat.**

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** N/A

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

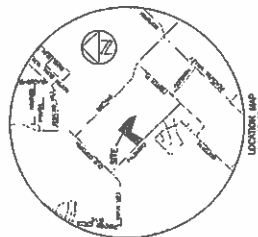
**REQUESTED BY:** Roxie Botkin

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

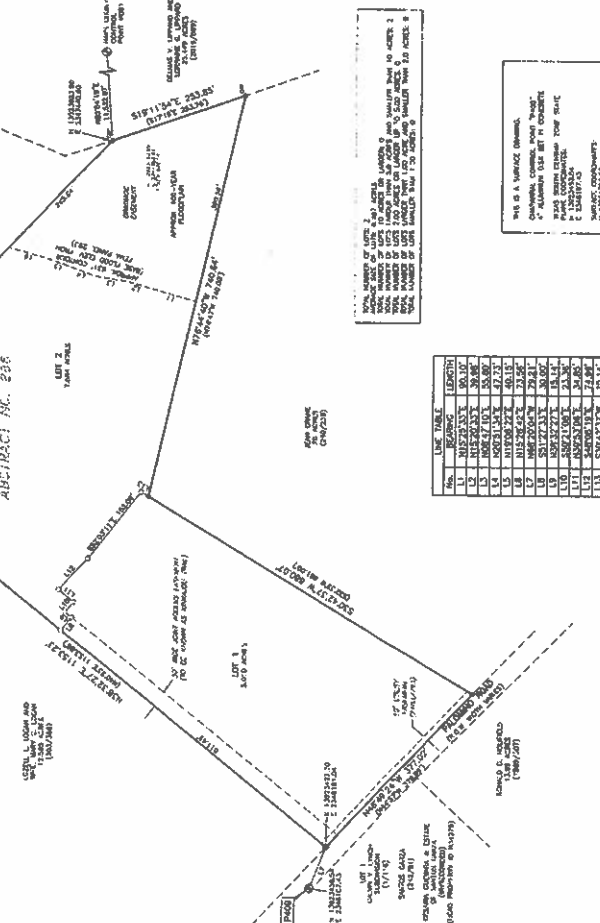
**SUMMARY:**

The Hallett Entjer Subdivision is a proposed subdivision of 12.574 acres of land located off Palomino Road in Precinct 2. The division will consist of 2 lots with an average lot size of 6.287 acres. The individual lot sizes are as follows: Lot 1 – 5.010 acres and Lot 2 – 7.564 acres. Both lots are already developed and are served by existing public water connections and individual on-site sewage facilities.

# HALLETT ENTJER SUBDIVISION



CHARLES LITTLE SURVEY  
ANCHORAGE, AK.



THIS IS A VARIANCE GRANTING

OF AN ADJACENT LOT TO BE USED FOR A LOT IN CONNECTION WITH THE SUBDIVISION.

THE VARIANCE IS GRANTED FOR THE FOLLOWING REASONS:

1. THE LOT IS ADJACENT TO THE SUBDIVISION.

2. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

3. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

4. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

5. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

6. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

7. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

8. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

9. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

10. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

11. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

12. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

13. THE LOT IS USED FOR THE SAME PURPOSE AS THE SUBDIVISION.

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

ANCHORAGE, ALASKA 99501

DATE: 10/1/74

BY: [Signature]

FOR: [Client Name]

PROJECT: [Project Name]

SHEET 1 OF 2

# HALLETT ENTJER SUBDIVISION

STATE OF ALASKA  
COUNTY OF [County Name]

THIS OFFICE, I, [Surveyor Name], being duly sworn, depose and say that I am a duly licensed and qualified surveyor under the laws of the State of Alaska, and that I am the duly authorized representative of the [Client Name] in the preparation and filing of this plat.

THE [Client Name] has caused this plat to be prepared and filed by me, and I depose and say that the same is a true and correct representation of the facts and circumstances as to the [Subject Matter] of this plat.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this [Date] day of [Month], 1974.

[Signature]

[Surveyor Name]

STATE OF ALASKA  
COUNTY OF [County Name]

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[Signature]

[Surveyor Name]

STATE OF ALASKA  
COUNTY OF [County Name]

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[Signature]

[Surveyor Name]

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COUNTY OF [County Name]

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this [Date] day of [Month], 1974.

[Signature]

[Surveyor Name]

STATE OF ALASKA  
COUNTY OF [County Name]

THIS OFFICE, I, [Surveyor Name], being duly sworn, depose and say that I am a duly licensed and qualified surveyor under the laws of the State of Alaska, and that I am the duly authorized representative of the [Client Name] in the preparation and filing of this plat.

THE [Client Name] has caused this plat to be prepared and filed by me, and I depose and say that the same is a true and correct representation of the facts and circumstances as to the [Subject Matter] of this plat.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this [Date] day of [Month], 1974.

[Signature]

[Surveyor Name]

STATE OF ALASKA  
COUNTY OF [County Name]

THIS OFFICE, I, [Surveyor Name], being duly sworn, depose and say that I am a duly licensed and qualified surveyor under the laws of the State of Alaska, and that I am the duly authorized representative of the [Client Name] in the preparation and filing of this plat.

THE [Client Name] has caused this plat to be prepared and filed by me, and I depose and say that the same is a true and correct representation of the facts and circumstances as to the [Subject Matter] of this plat.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this [Date] day of [Month], 1974.

[Signature]

[Surveyor Name]

STATE OF ALASKA  
COUNTY OF [County Name]

THIS OFFICE, I, [Surveyor Name], being duly sworn, depose and say that I am a duly licensed and qualified surveyor under the laws of the State of Alaska, and that I am the duly authorized representative of the [Client Name] in the preparation and filing of this plat.

THE [Client Name] has caused this plat to be prepared and filed by me, and I depose and say that the same is a true and correct representation of the facts and circumstances as to the [Subject Matter] of this plat.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this [Date] day of [Month], 1974.

[Signature]

[Surveyor Name]

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

ANCHORAGE, ALASKA 99501

DATE: 10/1/74

BY: [Signature]

FOR: [Client Name]

PROJECT: [Project Name]

SHEET 1 OF 2

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Discussion and possible action to approve the road name designation of "Vista Verde Path" to a private driveway located off of Arrowlake Road.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Garza**

**SPONSORED BY: Conley**

**SUMMARY:**

**The proposed Vista Verde Path is located within the Darlings Hill Subdivision and serves multiple structures. Currently there is an unnamed shared access driveway leading into the subdivision however it is common practice to name easement roads or drives which serve multiple homes.**



# **Proposed Vista Verde Path**

Vista Verde Path

ARROW LAKE RD

RR 3237

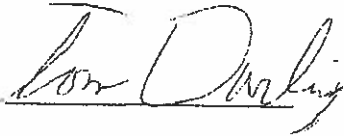
February 28<sup>th</sup>, 2011

Mr. Darling,

We respectfully request you would agree to re-name the portion of Arrowlake Road (starting at the end of Arrowlake Road's asphalt and continuing up through our gate) to: Vista Verde Path.

We ask you agree to the request so we could have the county assign addresses to both of our lots. Any questions can be directed to Clint Garza at the County: 512-665-6308.

By signing below, you state that you agree to this name change.

A handwritten signature in cursive script that reads "Tom Darling". The signature is written in dark ink and is positioned above the printed name "Tom Darling".

Tom Darling

Thank you,

Sharon Brown

512-565-1577

201 Arrowlake Road

Wimberley, TX 78676

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to approve the agreement between the Personal Health Department (PHD) and San Marcos Medical Imaging.**

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

**PREFERRED MEETING DATE REQUESTED: March 29, 2011**

**AMOUNT REQUIRED: See below**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-022-5448**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: This is an agreement between the PHD and San Marcos Medical Imaging so that they will provide Interpretation of One and Two view Chest X-Rays for the Tuberculosis (TB) program at a rate not to exceed \$15.00 per interpretation. This agreement starting April 1, 2011, is for a two year period or until terminated by either party.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to approve the agreement between the Personal Health Department (PHD) and San Marcos Medical Imaging.

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$15.00 per interpretation

**LINE ITEM NUMBER:** 120-675-99-022-5448

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

ORIGINAL

*San Marcos Medical Imaging  
P.O. Box 1005  
San Marcos, Texas 78667-1005  
Telephone: 512/396-8565  
Fax: 512/396-8567  
Tax ID#74-2900160*

The State of Texas  
County of Hays

WHEREAS, the State of Texas, acting by and through the Hays County Personal Health Department hereinafter referred to as the Receiving Party, has the responsibility for the treatment, cure, prevention, eradication and control of tuberculosis in Hays County; and

WHEREAS, San Marcos Medical Imaging located in Hays County, Texas hereinafter referred to as the Performing Party has the trained personnel and the facilities to furnish the services listed below for the use of the Receiving Party in its Tuberculosis Control Program for treatment of indigent residents of Hays County.

NOW, therefore, pursuant to the spirit and intent of this agreement, the Performing Party as an independent contractor agrees to render the following services, and the Receiving Party agrees to pay for such services on the following terms and conditions.

1. The Performing Party at the request of and approval by the TB Control Division of Hays County Personal Health Department or their designated representative shall furnish to the Receiving Party the following services to be used in the diagnosis and treatment of tuberculosis.
2. The Receiving Party agrees to pay for the above mentioned services at a rate not to exceed: **Interpretation of One view & Two view Chest X-Rays \$15.00**
3. Billings for services rendered by the Performing Party shall be submitted to the Hays County Personal Health Department within ten (10) days following the month in which the services were rendered.
4. This contract and agreement will become effective upon the date of proper signature hereto attached and continue in effect for 2 years, and/or until terminated by either party, and upon the execution of this contract, all previous or presently existing contracts and agreements for services in the diagnosis and treatment of tuberculosis between these parties are immediately and automatically cancelled.

Either party may cancel and terminate this agreement by giving the other party written Notice to become effective thirty (30) days from the receipt of said notice.




*San Marcos Medical Imaging  
P.O. Box 1005  
San Marcos, Texas 78667-1005  
Telephone: 512/396-8565  
Fax: 512/396-8567  
Tax ID#74-2900160*

THIS AGREEMENT, made and entered into this the 1<sup>st</sup> day of April, 2011, by and Between the Hays County Personal Health Department and San Marcos Medical Imaging in Hays County, Texas.

RECEIVING PARTY  
HAYS COUNTY PERSONAL HEALTH  
DEPARTMENT

\_\_\_\_\_  
Bert Cobb, M.D.  
Hays County Judge

PERFORMING PARTY  
SAN MARCOS MEDICAL IMAGING

  
\_\_\_\_\_  
Darci Richardson  
Office Manager

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to accept the FY 2010 financial audit for Hays County as prepared by the accounting firm of Holtman, Wagner, & Company, L.L.P.

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

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Bill Herzog

**SPONSORED BY:**

**SUMMARY:** Pat Wagner with Holtman, Wagner, & Company will be in Court to present the audit report.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to approve the appointment of Chad Booth to a vacant position on the Hays County Shooting Sports Task Force (HCSSTF).

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 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:**

(see attachment)

## Texas State Vita

### I. ACADEMIC/PROFESSIONAL BACKGROUND

A. Name: Chad Jeffrey Booth

Title: Associate Professor of Chemistry

B. Educational Background:

Degree	Year	University	Major	Thesis/Dissertation
Ph.D	2000	The University of Southern Mississippi	Chemistry with graduate minor in Polymer Science & Engineering	<u>An Investigation into the Thermal and Mechanical Behavior of Structurally Unique Linear Liquid Crystal Polyesters and Liquid Crystal Elastomers</u>
B.S.	1995	Southeastern Louisiana University	ACS - Chemistry	N/A

C. University Experience:

Position	University	Dates
Associate Professor and Graduate Advisor	Texas State University – San Marcos	9/1/2009 to current
Assistant Professor	Texas State University – San Marcos	8/1/2001 to 8/31/2009
Postdoctoral Research Associate	The University of North Carolina at Chapel Hill	8/1/2000 to 7/31/2001

### II. TEACHING

A. Teaching Honors and Awards:

1. Nominated for Professor of the Year for the University Honors College, spring 2010.
2. Runner-Up for the Presidential Award for Excellence in Teaching, 2007.
3. Professor of the Month, awarded by the Texas State University Panhellenic Council, October 2006.
4. Alpha Chi, Favorite Professor, 2005.

B. Courses Taught:

1. CHEM 1341 – General chemistry I for science majors
2. CHEM 2141 – Organic chemistry lab I for science majors (Coordinator)
3. CHEM 2142 – Organic chemistry lab II for science majors (Coordinator)
4. CHEM 2341 – Organic chemistry I for science majors
5. CHEM 2341H – Organic chemistry I for University Honor's Program Students
6. CHEM 2342 – Organic chemistry II for science majors
7. CHEM 2342H – Organic chemistry II for University Honor's Program Students
8. CHEM 4351/5351 – Introduction to Polymers
9. CHEM 5353 – Polymer Processing and Characterization
10. CHEM 5395 – Fundamentals of Research

C. Graduate Theses/Dissertations or Exit Committees (AS CHAIR):

1. Kristen Suprobo, "Polimides from Cyclic Aliphatic Diamine Monomer", M.S. – 2010.
2. Megan Smith, "The Effects of CBDO Monomer on the Thermo/Mechanical Properties of Polyurethanes", M.S. – 2010.
3. **Alisa Sokolova**, "Partially-Fluorinated Polyimides Using Aliphatic Diamines", M.S. – 2010.
4. **Phil Wheeler**, "Anti-Biofouling Polymeric Windows: Additive Effects on Mechanical and Optical Properties", M.S. – 2010.
5. **Amber Douglas**, "Property Modification via Crosslinking in CBDO Based Co-Polyterephthalates", M.S. – 2007.
6. **Nathan Hoppens**, "Synthesis And Characterization Of A 2,2,4,4-Tetramethyl-1,3-Cyclobutanediol Copolyester With Various Bisphenols", M.S. – 2004.

Note: Names in **bold** signify that this student was a contributing author on a refereed publication

D. Graduate Theses/Dissertations or Exit Committees (AS MEMBER):

1. Shachindra Nargund (Fall 2010 – current), "Synthesis of Chitosan (siRNA) Nanoparticles to Inhibit Gene Expression in Cancer Cell Lines".
2. Edgar Vargas (Fall 2010 – current), "Production of Encapsulated siRNA with Chitosan Nanoparticles for Colorectal Cancer Remediation".
3. Katie Winkel (Fall 2009 - current), "Low Band Gap Donor-Acceptor Strategies for Stable n-Doping Polymers".
4. Gabriel Escalante (Fall 2008 – current), "Intercalated Clays from Glycerol Monostearate for Use in Food Grade Nanocomposites".
5. Matt McKinney, "In-Situ Polymerization of Polylactic Acid/Montmorillonite Nanocomposites", M.S – 2008.
6. Adam Peterson, "Dental Resin Nanocomposites", M.S. – 2007.
7. Daniel Adame, "Measurement of the Newly Defined 'Constrained Polymer Region' in Polymer Clay Nanocomposites", M.S. – 2006.

8. Maheedhar Gunduballi "Polymers For Next Generation Lithography", M.S. – 2006.
9. Jacqueline Smits, "Investigation of the Mechanism on the [*trans*-B<sub>20</sub>H<sub>18</sub>]<sup>2-</sup>Anion", M.S. – 2006.
10. Elizabeth Peterson, "Fundamental Studies of Clay Surface Treatments to Facilitate Exfoliation", M.S. – 2005.
11. Jeremy Bartels, "A Survey of Generally Recognized as Safe (GRAS) Chemical Modifications for Montmorillonite Clay", M.S. – 2005.
12. Marcus Goss, "Self Assembly of Organic Molecules on a Smectic Clay Surface", M.S. – 2005.
13. Shagufta Shabbir, "Fundamental Studies of In-Situ Polymerization of Nylon-6 Nanocomposite", M.S. – 2004.
14. Colby Tate, "Improved Synthesis of Carborane Derivatives of Cholesterol for Incorporation into Unilamellar Liposomes and Evaluation as Potential Agents for Boron Neutron Capture Therapy", M.S. – 2002.

E. Courses Prepared and Curriculum Development:

1. CHEM 2141 and CHEM 2142– Developed new custom lab manual (with Thompson Custom Publishing) during summer of 2003
2. CHEM 4351/5351 – Introduction to Polymers
3. CHEM 5353 – Polymer Characterization and Processing
4. CHEM 5355 – Polymer Physical Chemistry (with Dr. Gary Beall, Department of Chemistry & Biochemistry, Texas State)

F. Submitted, but not funded, External Teaching Grants and Contracts: N/A

1. 2006 – NSF, "Interactive Pre-Laboratory Exercises to Enhance Student Preparation, Engagement, and Retention of Knowledge", \$149,658 for two years, Co-Pi with Dr. Debra Feakes and Mr. William McVey (Department of Chemistry & Biochemistry, Texas State University).

G. Other: Undergraduate Research Students Mentored

1. John Boatright (Summer 2009 – Summer 2010)
2. Alberto Cisneros (Summer 2009 – Fall 2010)
3. Travis Ouellette (Summer 2009)
4. Kristen Gould (Fall 2008)
5. Michael Sanchez (Summer 2008)
6. Ricky Rodriguez (Spring 2008 – Fall 2008)
7. Kevyn Hartgrove (Spring 2008)
8. Chris Lansford (Fall 2007 – Spring 2008)
9. Heather Kidd (Fall 2007 – Spring 2008)
10. Megan Shedd (Spring 2007 – Fall 2007)
11. Alisa Sokolova (Spring 2007 – Sum II 2009)
12. Ray Ximenes (Spring 2007 – Fall 2007)

13. **Phil Wheeler** (Summer 2006 – Spring 2007)
14. Hamed Pourzargham (Spring 2006 – Spring 2007)
15. Ben Martinez (Spring 2006 – Spring 2007)
16. **Heather McKenzie** (Summer 2005 – Fall 2005)
17. **Megan Kindinger** (Summer 2005 – Spring 2006)
18. William Silvers (Summer 2004 – Spring 2005)
19. Laura Butts (Spring 2004 – Spring 2005)
20. **Adam Foster** (Fall 2002 – Summer 2003)
21. **Todd Hudnall** (Fall 2002 – Summer 2004)
22. Amy Montoya (Spring 2002)
23. Brianne Barnett (Spring 2002)
24. Hiromi Hosako (Spring 2002 – Summer 2002)
25. Brian Wasko (Summer 2002)

Note: Names in **bold** signify that the student was a contributing author on a refereed publication

### III. SCHOLARLY/CREATIVE

#### A. Works in Print:

##### 1. Articles:

##### a. Refereed Journal Articles:

- 1) J.C. Ignacio Lara-Estévez, Claudia Camacho-Zuñiga, **F. Alberto Ruiz-Treviño**, Emilio Bucio, Patrick E. Cassidy, and Chad J. Booth, “Gas Transport Properties of Some Fluorine-Containing Polyethers”, *Industrial & Engineering Chemistry Research*, **2010**, 49(23), 11948-11953.
- 2) L.I. Olvera, **E. Bucio**, A. Contreras-García, G. Cedillo, C.J. Booth, and P.E. Cassidy, “Effect of Gamma Irradiation on Molecular Weight of Fluorinated Aromatic Polyethers”, *Journal of Radioanalytical and Nuclear Chemistry*, **2010**, 284, 109-115.
- 3) **Patrick E. Cassidy** and Chad J. Booth, “Polyimide Nanocomposites for Gas Separation”, Invited manuscript for *Chimica Oggi/Chemistry Today*, **2009**, 27(3), 15-17.
- 4) **Chad J. Booth**, Phil Wheeler<sup>#</sup>, Jessie Hancock, Ray Ximenes\*, and Don Patterson, “Effects on Optical Behavior in Transparent Polymer Materials with the Addition of Anti-Biofouling Agents”, *Polymers for Advanced Technologies*, **2009**, 20, 626-630.
- 5) Angel Contreras-Garcia, **Emilio Bucio**, F. León-C, Chad J. Booth, and Patrick E. Cassidy, “Effect of Gamma Radiation of Fluoropolymers”, *Journal of Polymer Science; Part A: Polymer Chemistry*, **2009**, 47(6), 1617-1626.

- 6) Amber M. Douglas<sup>#</sup> and **Chad J. Booth**, "Property Modification via Crosslinking in CBDO based Co-Polyterephthalates", *J. Polymer Materials*, **2008**, 57(8), 806-814.
- 7) **Chad J. Booth**, Phil Wheeler<sup>#</sup>, Jessie Hancock, Ray Ximenes\*, and Don Patterson, "Effects on Impact and Tensile Behavior in Transparent Polymer Materials with the Addition of Anti-Biofouling Agents", *J. Polymer Materials*, **2008**, 57(5), 452-462.
- 8) Gary W. Beall, Clois E. Powell, Jesse Hancock, Megan Kindinger\*, Heather R. McKenzie\*, Alan V. Bray, and **Chad J. Booth**, "Novel Physical Properties of a High Impact Polyester Nanocomposite" *Applied Clay Science*, **2007**, 37, 295-306.
- 9) **Chad J. Booth**, Megan Kindinger\*, Heather R. McKenzie\*, Jesse Hancock, Alan V. Bray, and Gary W. Beall, "Copolyterephthalates Containing 2,2,4,4-Tetramethyl-1,3-cyclobutanediol with Impact and Ballistic Properties Greater Than Bisphenol A Polycarbonate" *Polymer*, **2006**, 47(18), 6398-6405.
- 10) Nathan C. Hoppens<sup>#</sup>, Todd W. Hudnall\*, Adam L. Foster\*, **Chad J. Booth**, "Aliphatic-Aromatic Copolyesters Derived From 2,2,4,4-Tetramethyl-1,3-cyclobutanediol" *J. Polym. Sci., Part A: Polym. Chem.*, **2004**, 42(14), 3473-3478.
- 11) **Heidelberg, H.** Bloess, J.W. Schultze, C.J. Booth, E.T. Samulski, and J.J. Boland, "Electronic Properties of LiMo<sub>3</sub>Se<sub>3</sub>-Nanowire-Networks For Nanoscale Electronic Devices.", *J. Res. Phy. Chem.*, **2003**, 217(5), 573-585.
- 12) Puwei Liu, Chaobin He, Chad Booth, and **Anselm C. Griffin**, "Synthesis and Characterization of Liquid Crystal Trimers Based on Laterally Attached Terphenyls", *Mol. Cryst. Liq. Cryst.*, **1999**, 332, 2753.

Notes: 1) Names in **bold** indicate the corresponding author  
 2) <sup>#</sup> graduate student authors from Texas State  
 3) \* undergraduate student authors from Texas State

## 2. Conference Proceedings:

### a. Refereed Conference Proceedings:

- 1) Clois E. Powell, Gary W. Beall, and Chad Booth, "Chemistry of Mechanical Performance: Memory, Self-Healing Behavior, and High Impact Resistance in Nanocomposites" Society of the Advancement of Material and Processing Engineering (SAMPE), Fall Technical Conference (40<sup>th</sup> ISTC) Memphis, TN, 2008.

### b. Non-refereed Conference Proceedings:

- 1) L. Olvera, J.C.I. Lara-Estévez, A. Contreras-García, E. Bucio, F.A. Ruiz-Treviño, C.J. Booth, and P.E. Cassidy, "Effect of Gamma



- Irradiation on Molecular Weight and Gas Permeability of Fluorinated Aromatic Polyethers”, Submitted to *ACS Polym. Pre.* for the spring 2010 national meeting.
- 2) Donald Kelsey, Chad Booth, and Gary Beall, “Cycloshield™ Copolyesters: Greener, BPA-Free Alternative to Polycarbonate”, Submitted to *ACS PMSE Pre.* for the spring 2010 national meeting. Accepted 12-18-2009.
  - 3) Alisa Sokolova, Michael Sanchez, Emilio Bucio, Patrick Cassidy, and Chad J. Booth, “Partially-Fluorinated Polyimides Using Aliphatic Diamines”, *ACS Polym. Pre.*, **2009**, 50(2), 557.
  - 4) A. Contreras-Garcia, E. Bucio, F. León-C, C.J. Booth, and P.E. Cassidy, “Effect of Gamma Radiation of Fluoropolymers”, *ACS Polym. Pre.*, **2009**, 50(1), 85.
  - 5) Phil Wheeler<sup>#</sup>, Jesse Hancock, Ray Ximenes\*, Donald E. Patterson, and Chad Booth, “Anti-Biofouling Windows: Additive Effects on Mechanical and Optical Properties”, *ACS Polym. Pre.*, **2008**, 49(1), 408.
  - 6) Nathan C. Hoppens<sup>#</sup>, Todd W. Hudnall\*, Adam L. Foster\*, and Chad J. Booth, “A New Series of CBDO Based Co-Polyesters”, *ACS Polym. Pre.*, **2004**, 45(1), 1016.
  - 7) Chad Booth and Anselm C. Griffin, “Elastomeric Nematic Polyester – Towards Auxetic Materials”, *ACS Polym. Pre.*, **1998**, 39, 742.
  - 8) Chad Booth and Anselm C. Griffin, “Elastomeric Nematic Polyesters”, *ACS Polym. Pre.*, **1997**, 38, 357.

Notes: 1) <sup>#</sup> graduate student authors from Texas State  
 2) \* undergraduate student authors from Texas State

### 3. Abstracts:

1. L. Olvera, J.C.I. Lara-Estévez, A. Contreras-García, E. Bucio, F.A. Ruiz-Treviño, C.J. Booth, and P.E. Cassidy, “Effect of Gamma Irradiation on Molecular Weight and Gas Permeability of Fluorinated Aromatic Polyethers”, ACS POLY Division for the Spring 2010 National Meeting.
2. Donald Kelsey, Chad Booth, and Gary Beall, “Cycloshield™ Copolyesters: Greener, BPA-Free Alternative to Polycarbonate”, Preprint submitted to ACS PMSE Division for the Spring 2010 National Meeting.
3. Patrick E. Cassidy, Alisa Sokolova, Megan Smith, Kristin Suprobo, and Chad J. Booth, “High-Performance Polymers – Synthesis and Characterization”, *ACS Polym. Pre.*, fall 2009 National Meeting.
4. Bucio, J. C. I. Lara-Estevéz, A. Contreras-Garcia, F. A. Ruiz-Trevino, C. J. Booth and P. E. Cassidy, “Synthesis and characterization of novel fluoropolymers”, 9<sup>th</sup> International Seminar on Polymer Science and Technology (ISPST 2009), Teheran, Iran, October 17 – 21, 2009.

5. J.C. Ignacio Lara-Estévez, Emilio Bucio, Angel Marcos-Fernandez<sup>2</sup>, Francisco A. Ruiz-Treviño, Chad J. Booth, and Patrick E. Cassidy, "Gas Permeability and Selectivity Properties of Novel Fluoropolymers", Invited Abstract: Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
6. Emilio Bucio, Chad J. Booth, and Patrick E. Cassidy, "Synthesis and Characterization of New Fluorine-Containing Polyethers and Polyesters", Invited Abstract: Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
7. A. Contreras-Garcia, Emilio Bucio, G. Burillo, F. León-C, Chad J. Booth, and Patrick E. Cassidy, "Degradation of Highly Fluoropolymers Using  $\gamma$ -Irradiation", Invited Abstract: Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
8. Chad J Booth, Alisa Sokolova\*, Michael Sanchez\*, Emilio Bucio, and Patrick Cassidy, "Fluorinated Aliphatic Polyimides", Invited Abstract: Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
9. Chad J Booth, Alisa Sokolova\*, Michael Sanchez\*, Emilio Bucio, and Patrick Cassidy, "Fluorinated Aliphatic Polyimides", Southwest Regional Meeting of the American Chemical Society, Abstract submitted 7-21-2008.

Notes: \* undergraduate student authors from Texas State

#### 4. Other:

- a. US Patents: Gary Beall, Jesse Hancock, and Chad Booth, "Treatment Method for Imparting Self-Healing and Shape Memory Properties To Certain CBDO Copolymers", US Patent #7,772,362, Issued 8-10-2010.

#### B. Works not in Print:

##### 1. Papers Presented at Professional Meetings:

- *Polyimide Nanocomposites for Gas Separation Membranes*, Fluoropolymer 2010, Meze, France, Summer 2010.
- *Cycloshield™ Copolyesters: Greener, BPA-Free Alternative to Polycarbonate*, PMSE Division at the ACS National Meeting Spring 2010, San Francisco, CA.
- *Partially-Fluorinated Polyimides Using Aliphatic Diamines*, ACS National Meeting Fall 2009, Washington, DC.
- *High-Performance Polymers – Synthesis and Characterization*, POLY Division of the ACS National Meeting Fall 2009, Washington, DC.
- *Synthesis and characterization of novel polyesters containing aliphatic spirodilactam*, 1<sup>st</sup> Annual National Membranes Meeting, Mexico City, Mexico, April 24, 2009.

- *Degradation of Membranes Containing Highly Fluoropolymers Using  $\gamma$ -irradiation*, 1<sup>st</sup> Annual National Membranes Meeting, Mexico City, Mexico, April 24, 2009.
- *Measure permeability and selectivity properties of fluorinated membranes*, 1<sup>st</sup> Annual National Membranes Meeting, Mexico City, Mexico, April 24, 2009.
- *Fluorinated Aliphatic Polyimides*, Southwest Regional Meeting of the American Chemical Society, Little Rock, AR, Fall 2008.
- *Chemistry of Mechanical Performance: Memory, Self-Healing Behavior, and High Impact Resistance in Nanocomposites*, Society for the Advancement of Material and Process Engineering (SAMPE), Memphis, TN, Fall 2008.
- *Anti-Biofouling Windows: Additive Effects on Mechanical and Optical Properties*, American Chemical Society National Meeting – Polymer Division, New Orleans, LA., Spring 2008.
- *Shape Memory and Self Healing in a New Ballistics Polymer Nanocomposite*, Nanomaterials for Defense, Virginia Beach, Virginia, Spring 2006, Co-author with Gary Beall and Clois Powell (Texas State). Presented by Clois Powell.
- *A New Series of CBDO Based Co-Polyesters*, American Chemical Society National Meeting – Polymer Division, Anaheim, CA, Spring 2004.
- *Modeling of High and Low Concentrations of BTA (Benzotriazole) on Copper*, American Physical Society Meeting, San Marcos, TX, Spring 2003. Co-author with Gary Beall (Chemistry & Biochemistry) and Heather Galloway (Physics). Presented by Heather Galloway.
- *Review of Research in the Shell Center for Polymer Research and Technology at Southwest Texas State University*, STEPI 6 Meeting on High Performance Polymers, Montpellier, France, Spring 2002.
- *Effects of CO<sub>2</sub> Pressure on Thermotropic Liquid Crystal Phase Transitions*, Bi-Annual Review Meeting for the NSF-STC for Environmentally Friendly Solvents and Processes, Chapel Hill, NC, Spring 2001.
- *Effects of CO<sub>2</sub> Pressure on Thermotropic Liquid Crystal Phase Transitions*, Bi-Annual Meeting for the Kenan Center for the Utilization of Carbon Dioxide in Manufacturing, Chapel Hill, NC, Spring 2001.
- *Effects of CO<sub>2</sub> Pressure on Thermotropic Liquid Crystal Phase Transitions*, North Carolina Section of the American Chemical Society, Polymer Division, Raleigh, NC, Spring 2001.
- *Liquid Crystal Formation in CO<sub>2</sub> - A Polarized Light Microscopy Study*, Bi-Annual Meeting for the Kenan Center for the Utilization of Carbon Dioxide in Manufacturing, Chapel Hill, NC, Fall 2000.
- *X-Ray Characterization of Liquid Crystal Nematic Elastomers*, Mississippi Academy of Sciences, Biloxi, MS, Spring 2000.
- *Mechanical Characterization of Liquid Crystal Nematic Elastomers*, Mississippi Academy of Sciences, Tupelo, MS, Spring 1999.
- *LC Networks - A Molecular Engineering Approach To Auxetic Polymers*, American Chemical Society National Meeting, Polymer Division, Las Vegas, NV, Fall 1998.

- *LC Networks - A Molecular Engineering Approach To Auxetic Polymers*, 17<sup>th</sup> International Liquid Crystals Conference, Strasbourg, France, Summer 1998.
- *Elastomeric Nematic Polyesters*, Mississippi Academy of Sciences, Biloxi, MS, Spring 1998.
- *Model Compounds for Auxetic Liquid Crystalline Polymers*, Mississippi Academy of Sciences, Biloxi, MS, Spring 1997.
- *Elastomeric Nematic Polyesters- Towards Auxetic Materials*, American Chemical Society National Meeting, Polymer Division, Boston, MA, Fall 1997.

## 2. Invited Talks, Lectures, and Presentations:

- E. Bucio, J. C. I. Lara-Estévez, A. Contreras-García, F. A. Ruiz-Treviño, C. J. Booth, and P. E. Cassidy, “*Synthesis and Characterization of Novel Fluoropolymers*”, 9<sup>th</sup> International Seminar on Polymer Science and Technology (ISPST 2009), Tehran, Iran, fall 2009.
- J.C. Ignacio Lara-Estévez, Emilio Bucio, Angel Marcos-Fernandez<sup>2</sup>, Francisco A. Ruiz-Treviño, Chad J. Booth, and Patrick E. Cassidy, “*Gas Permeability and Selectivity Properties of Novel Fluoropolymers*”, Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
- Emilio Bucio, Chad J. Booth, and Patrick E. Cassidy, “*Synthesis and Characterization of New Fluorine-Containing Polyethers and Polyesters*”, Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
- A. Contreras-Garcia, Emilio Bucio, G. Burillo, F. León-C, Chad J. Booth, and Patrick E. Cassidy, “*Degradation of Highly Fluoropolymers Using  $\gamma$ -Irradiation*”, Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
- Chad J. Booth, Alisa Sokolova\*, Michael Sanchez\*, Emilio Bucio, and Patrick Cassidy, “*Fluorinated Aliphatic Polyimides*”, Fluoropolymer 2008, Charleston, South Carolina, fall 2008.
- Patrick E. Cassidy and Chad J. Booth, “*Challenges and Successes of Commercialization: Ballistic-Resistant Polyesters to Polyimides for Gas Separation*”, ACS-POLY Biennial: Commercial Innovations and Opportunities in Polymer Science, Galveston, TX, spring 2008.
- Chad J. Booth, “*Tuff and Functional: Specialized Transparent Materials for Government Applications*”, ACS-Central Texas Division Meeting, San Marcos, TX, spring 2008.
- Chad J. Booth, “*Fixing the Cobra Gunship: Current Advances in Transparent Armor Technology*”, Saint Louis University, St. Louis, MO, spring 2007.
- Chad J. Booth, “*Fixing the Cobra Gunship: Current Advances in Transparent Armor Technology*”, The University of Texas at San Antonio, San Antonio, TX, spring 2007.
- Chad J. Booth, “*Fixing the Cobra Gunship: Current Advances in Transparent Armor Technology*”, Southern Methodist University, Dallas, TX, spring 2007.
- Chad J. Booth, “*Can Co-Polyesters Replace Bisphenol A Polycarbonate?*”, Louisiana State University, Baton Rouge, LA, spring 2004.

- Chad J. Booth, “*Nanocomposite Research at Southwest Texas State University*”, Texas Nanotechnology Initiative Meeting, Rice University, Houston, TX, fall 2002.
- Chad J. Booth, “*High Impact Polymers via Green Synthesis and Processing*”, Georgia Southern University, Statesboro, GA, fall 2002.
- Invited Session Chair, STEPI 6 Meeting on High Performance Polymers, Montpellier, France, spring 2002.

#### C. Funded or Pending External Grants and Contracts:

- 2011 – SBIR Phase I (Navy), “Carbon Nano-Tube/Corrosion Resistant Paint”, \$25,000 with option for an additional \$10,000, GRANT PENDING.
- 2011 – SBIR Phase I (Army), “Innovation Applique Attachment Methods”, \$25,000 with option for an additional \$10,000, GRANT PENDING.
- 2011 – SBIR Phase I (Army), “Degassing of Nano-Composite Powders”, \$25,000 with option for an additional \$10,000, GRANT PENDING.
- 2010 – STTR Phase I (Air Force), “Advanced Antireflective Coatings for Polycarbonate Lenses” \$30,000, TXState PI.
- 2010 – STTR Phase I (US NAVY), “Self-Healing Non-Catalytic Multifunctional Composite Structure”, \$30,000 with option for an additional \$12,000, TXState PI.
- 2010 – Visor Systems International, “Improved Visor Material for Helmet Mounted Display”, \$10,000 Contract Extension for one year, PI.
- 2009 – National Science Foundation (NSF), CRIF:MU, “Acquisition of an NMR Upgrade for Research and Education Purposes”, \$181,900, Co-PI with Dr. Walter Rudzinski, PI.
- 2009 – Visor Systems International, “Improved Visor Material for Helmet Mounted Display”, \$100,000 for one year, PI.
- 2008 – American Chemical Society – Petroleum Research Fund (Summer Undergraduate Minority Research (SUMR) Program), “New Membranes for Enhanced Purification of Natural Gas at the Wellhead”, \$5,000 supplement to the existing ACS-PRF grant for minority participation during the summer of 2009, PI.
- 2008 – SBIR Phase I (ARMY), “Energetic Polymers”, \$22,997 for six months with option for additional \$16,357, co-PI with Dr. Jennifer Irvin, PI.
- 2007 – American Chemical Society – Petroleum Research Fund (Summer Undergraduate Minority Research (SUMR) Program), “New Membranes for Enhanced Purification of Natural Gas at the Wellhead”, \$5,000 supplement to the existing ACS-PRF grant for minority participation during the summer of 2008, PI.
- 2007 – SBIR Phase I (ARMY), “FluoroGuard: Personal Insect Repellent Device”, \$6,000 for six months, PI.
- 2007 – American Chemical Society – Petroleum Research Fund (Type B), “New Membranes for Enhanced Purification of Natural Gas at the Wellhead”, \$55,000 for three years, PI with Dr. Patrick Cassidy, Co-PI.
- 2006 – SBIR Phase II (NOAA), “Environmentally – Friendly Coverglass Materials for Bio-Sensors and Solar Panels”, \$300,000 with \$148,547 to Texas State for two years.

- 2006 – SBIR Phase II (NAVAIR), “Lightweight Ballistic Material for Military Aircraft”, \$225,001 for two years, co-PI with Dr. Gary Beall, PI (Texas State).
- 2006 – SBIR (NAVAIR – Phase I Extension), “Clear Armor for the Cobra Helicopter”, \$100,000 with \$50,000 to Texas State, co-PI with Dr. Gary Beall, PI (Texas State).
- 2005 – SBIR (NAVAIR), “Lightweight Ballistic Material for Military Aircraft”, \$75,000 with \$25,000 to Texas State, co-PI with Dr. Gary Beall, PI (Texas State).
- 2004 – SBIR, (US Navy), “New Anti-Ballistic/Anti-RPG Window Armor Laminates”, \$70,000 with \$25,000 to Texas State, PI with Dr. Gary Beall, co-PI (Texas State).
- 2003 – SBIR (US Army), “Novel Hierarchical Hybrids for Transparent Armor”, \$70,000 with \$25,000 to Texas State, co-PI with Dr. Gary Beall, PI (Texas State).

#### D. Funded or Pending Internal Grants and Contracts:

- 2009 – One time funding opportunity from AVPR, “Equipment for a Polymer Processign and Characterization Laboratory”, \$150,000 for two years, Co-PI with Dr. Gary Beall, PI.
- 2009 - Internal One time funding opportunity from AVPR, “Purchase of a New GPC System”, \$30,000, PI.
- 2005 – Texas State Research Enhancement Program, “Boron Containing Polymers for use as Materials for Radiation Capture” \$8,000 for one year.
- 2002 – Texas State Research Enhancement Program, “Cyclobutanediol Co-polymers for High Impact Materials”, \$8,000 for one year.
- 2001 – Texas State Research Enhancement Program, “Synthesis and Characterization of Side Chain Modified Polystyrene”, \$8,000 for one year.
- 2000 – College of Science Start-Up Funds, \$25,000 for capital equipment purchases.
- 2000 – Department of Chemistry & Biochemistry Start-Up Funds, \$5,000 for consumable item purchases.

#### E. Fellowships, Awards, and Honors:

- Deans Nominee for the Presidential Award for Excellence in Research/Scholarly Activity, 2009.
- Research highlighted in article in *Chemical & Engineering New* (The Trade Journal for the American Chemical Society), December 15, 2008.
- Runner-Up for the Presidential Award for Excellence in Research/Scholarly Activity, 2008.
- Research highlighted in article in *The University Star*, February 20, 2008 edition.
- Research highlighted in university sponsored full page *Texas Monthly* ad, March 2007.
- Research highlighted in *Hillviews*, vol 37(2), fall/winter 2007.
- Research highlighted in *Images of San Marcos, Texas*, January 2008 issue.

#### IV. SERVICE

##### A. University:

- Faculty Sponsor for the Texas State University Racquetball Club Team, fall 2010 – current.
- Member of the Piper Professor Selection Committee, fall 2010 – current.
- Reviewer for the MRI Proposals, College of Science, spring 2010.
- Member of the Graduate Council, fall 2009 – current.
- Member of the SAP Focus Group, Fall 2004.
- Faculty mentor for the Louis Stokes Alliance for Minority Participation program, Spring 2003 – current.
- Student Speaker Selection Committee Commencement Ceremonies, Spring 2003 – Current.
- Pre-Medical/Pre-Dental Review Board Member, 2003 & 2007 – current.
- Joint Admissions Medical Program Member, 2003 & 2007 – current.
- College of Science Co-Segment leader for the University Fund Drive, 2003.
- Attended Texas State University, Diversity workshop, October 2001.

##### B. Departmental:

- Member of the Departmental Recruitment Committee, fall 2010 – current.
- Chair, Graduate Admissions Committee, fall 2010 – current.
- Graduate Student Advisor for the Department of Chemistry & Biochemistry, fall 2009 – current.
- Chair, Organic Chemistry Faculty Search Committee, fall 2009 – spring 2010.
- Member of the Chemistry & Biochemistry Scholarship Review Committee, fall 2009 – current.
- Member of the Chemistry-MSE faculty search committee, fall 2008 – spring 2009.
- Chemistry & Biochemistry representative to the College of Science Research Committee (REP review panel), fall 2006.
- Student mentor for new chemistry majors, fall 2006 – fall 2007.
- Member of the Student Evaluation of Teaching Committee, spring 2006 – fall 2007.
- Chair of the Graduate Student Assessment Committee, summer 2005 – spring 2007.
- Co-Faculty representative to the American Chemical Society Student Affiliates, spring 2002 – fall 2005.

##### C. Community:

- Committee member for the San Marcos Chapter of Ducks Unlimited, fall 2006 – current.

D. Professional:

- Executive Committee Member (Director of Advertising) for the American Chemical Society: Division of Polymer Chemistry, 2003-2004.
- Books Reviewed for Publication:
  - T.W. Graham Solomons and Craig B. Fryhle, Organic Chemistry, 9<sup>th</sup> ed., Chapter reviewed Fall 2006.
  - Janice Gorzynski Smith, Organic Chemistry, 1<sup>st</sup> ed., Book reviewed Fall 2004.
  - A.E. Acar and D.J. Brunelle, Synthesis and Physical Properties of Tetramethyl Cyclobutane Diol (TMCBD) Polycarbonates, Book chapter reviewed Jan 2004.
- Reviewer for Journal Publications:
  - *Journal of Macromolecular Science*
  - *European Polymer Journal*
  - *Journal of Applied Polymer Science*
  - *Polymer*
  - *Journal of Polymer Science: Part A: Polymer Chemistry*
  - *Journal of Polymer Science: Part B: Polymer Physics*
  - *Polymers for Advanced Materials*

E. Organizations:

1. Honorary: N/A
2. Professional:
  - The American Chemical Society, 1993 – current.
  - The American Chemical Society Polymer Division, 1996 –current.
  - The American Chemical Society Polymeric Materials and Engineering Division, 1996 –current.

F. Services, Honors, and Awards:

1. Runner Up for the Presidential Award for Excellence in Service, 2005.



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to approve the appointment of Leighton Stallons to a vacant position on the Hays County Shooting Sports Task Force (HCSSTF).

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 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:**

(see attachment)

W.Leighton Stallones  
163 Hunters Glen  
San Marcos,Texas 78666  
512 3538190

03-21-2011

### My Biographical Narrative

I was born and grew up in Tomball Texas, a small town just North of Houston. We lived on a 15 acre farm with all of the animals and experiences of a semi-rural life. Our previous large farmhouse had burned to the ground when I was 3 years old and I still have that vivid memory etched in my mind.

I was active in Church functions, Cub Scouts, Boy Scouts, Baseball , Junior High Band and particularly Football during High School where I lettered and achieved an All-district player award as a linebacker. I was also elected Senior Favorite during High School.

I attended Southwestern University in Georgetown, Texas my first year of college, where I was an average student. I transferred to the University of Houston after my freshman year to enroll in Pharmacy School. I graduated from Pharmacy School with honors and practiced Pharmacy for several years. I became more interested in finance and the Securities Industry and was accepted to join E.F. Hutton &Co. as a broker in 1968. I excelled there during my 20 year tenure as a broker and later as a successful office manager during my 12 years in management .

I am currently licensed in multiple Securities licenses, Life Insurance, annuities and Pharmacy. My wife and I moved to San Marcos in 1996 from Houston where our three children were born and raised. I am currently a Financial Advisor with Southwest Securities.

My outside activities have been associated with Hunting, Fishing and competitive shotgun for several years. I have been an active director at various times with The Capital City Trap and Skeet Club(current), the New Braunfels SchuetzenVerein and currently now the President of the Hunters Glen Homeowners Association in San Marcos.

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between the City of Wimberley and Hays County regarding maintenance of the Blue Hole Hike and Bike Trail.

**CHECK ONE:**    **X ACTION**            ☐ Road            ☐ Staff Recommendation

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** \$0 - Monies will be part of Road and Bridge operating budget

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

**REQUESTED BY:** BORCHERDING/CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** The Blue Hole Hike and Bike Trail is nearing completion. Hays County is proposing that the cost of maintaining the trail be shared by the City of Wimberley and Hays County. This Inter-local Agreement details the responsibilities of each party and outlines a maintenance plan.

**The Agreement has been approved by the City of Wimberley.**

## **INTERLOCAL AGREEMENT FOR BLUE HOLE TRAIL MAINTENANCE**

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

### **ARTICLE I. RECITALS**

**WHEREAS**, County and City each own a portion of the Blue Hole Trail (the "Trail"), within their respective jurisdictions as shown on the attached Exhibit "A", incorporated by reference for all purposes; and

**WHEREAS**, the County and the City desire to cooperate in the maintenance and repair of the Trail as it lies within the County and City; and

**WHEREAS**, the County and the City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing a safe and well maintained Trail; and

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

**WHEREAS**, park and trail maintenance are governmental functions within the meaning of the Act; and

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

**WHEREAS**, the City and the County each itself has the authority under Texas law to perform such trail maintenance, as required by the Act, and find that to the extent possible the use of one maintenance crew will be cost efficient for both entities as well as provide a harmonious continuous trail for the use of the public.

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

### **ARTICLE II. RECITALS**

The recitals contained herein are found to be true and correct and are hereby incorporated into this Agreement in their entirety.

### ARTICLE III MAINTENANCE SERVICES

3.1 Definition. The “Maintenance Services” to be provided by the County to the City hereunder are services, including, the maintenance and repair of the Trail, as appropriate to a standard maintenance plan to be agreed upon by the appropriate staff members of the Parties (the “Plan”). The Plan shall identify the minimum maintenance standards necessary to protect the integrity of the Trail as well as ensure the public’s safe use of the Trail, as well as any maintenance issues that may need to be addressed in emergency situations. The City is not precluded from performing general or emergency maintenance on the Trail in addition to the Maintenance Services conducted by the County at its sole cost and discretion and in accordance with the Plan.

3.2 Term.

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

b. This Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate with the City’s corresponding fiscal year, unless terminated by either party as provided for in Article IV.

3.3 Current Funds.

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

3.4 Maintenance Services.

a. Trail. In regards to the Trail, the Parties agree as follows:

1. County shall be responsible for providing the labor and equipment required for maintenance and repair of the Trail in accordance with the Plan.

2. City shall pay for actual labor, material, and equipment costs expended by the County on the City's portion of the Trail.
3. City may request, through written communication, additional or specific maintenance or upgrade of maintenance on its portion of the Trail, and the County shall provide an estimate of all costs prior to performing such work for approval by the City.
4. The City may, at no expense to County, contract with a third party for the maintenance, repair, and/or upgrade of the Trail if the County is unable to perform the requested work.

#### **ARTICLE IV PAYMENT**

4.1 Payment. All invoices related to Maintenance Services for the Trail shall be provided by County on a monthly basis for all costs that are the obligation of the City under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt.

#### **ARTICLE V TERMINATION**

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

#### **ARTICLE VI MISCELLANEOUS**

6.1. Notice.

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

Addresses for notice are as follows, unless expressly changed by the parties in writing:

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

Mr. Don Ferguson, City Administrator (or his successors in office)  
City of Wimberley  
P.O. Box 2027  
Wimberley, TX 78676

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Mark Driscoll Kennedy (or his successors in office)  
A.D.A. -- Special Counsel  
Hays County, Texas  
111 E. San Antonio, Suite 204  
San Marcos, TX 78666

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

City Attorney  
Bickerstaff Heath Delgado Acosta LLP  
3711 S. MoPac Exwy, Bldg 1, Ste 300  
Austin, TX 78746

6.2 Cooperation, Reservation of Rights. The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the City's and County's legal right to autonomously maintain and repair the portion of the Trail that lies exclusively within that party's jurisdiction, particularly if the condition of the Trail, in the Party's opinion, poses a safety or hazard concern.

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

may be respectively granted by either the County Commissioners Court or the City Council.

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

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

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

6.7 Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

6.8 This Agreement shall not become effective until approved by the City Council of the City and Hays County Commissioners Court and signed by both parties.

6.9 Indemnity.

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

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

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

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



between contracting entities.

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

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

6.13 Interpretation and Reliance. No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HAYS COUNTY**

By: \_\_\_\_\_  
JUDGE BERT COBB, M.D.  
HAYS COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
HAYS COUNTY CLERK

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF WIMBERLEY**

By: \_\_\_\_\_  
BOB FLOCKE, MAYOR

ATTEST:

\_\_\_\_\_

CARA MCPARTLAND, CITY SECRETARY

**EXHIBIT "A"**

**Map of Blue Hole Trail depicting portions  
within the City of Wimberley and Hays County  
(attached)**

**The Trail's current configuration is 3.14 miles long. Contained within the corporate limits of Wimberley is .98 miles (31%) with the balance of 2.16 miles (69%) in County jurisdiction.**

## **Maintenance Plan**

- 1. The trail shall be policed weekly with the inspector picking up litter and noting areas to be repaired.**
- 2. A minor repair crew will traverse the trail on a monthly basis, making minor repairs as necessary.**
- 3. Immediately after substantial rains, the trail will be inspected for damage. The inspection crew will be prepared to make minor repairs during this visit. If substantial damage is found, the trail will be closed and arrangements for immediate repairs will be initiated.**



FM 3257

## *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 development agreement between Hays County and AZS Enterprises, Inc., for the funding of construction and engineering costs associated with the extension of the left turn lane at the intersection of Nutty Brown Road and RM 1826 to accommodate left turn movements into the convenience store being constructed by AZS Enterprises, Inc.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** None

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

Not Applicable

**REQUESTED BY:** Pct. 4 Commissioner Ray Whisenant

**SPONSORED BY:** Pct 4 Commissioner Ray Whisenant

**SUMMARY:**

The RM 1826 at Nutty Brown Road was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program.

At the 60% project development stage, it was brought to the County's attention that AZS Enterprises, Inc. was in the process of developing the property across RM 1826 from Nutty Brown Road as a convenience store and gas station. See Exhibit "A".

Coordination meetings were held with the developer's engineer, the County's design engineer, TxDOT, County Commissioner and City of Dripping Springs. All parties were in agreement that the left turn bay for Nutty Brown Road should be extended to accommodate the convenience store and improve safety.

AZS Enterprise, Inc. has agreed to provide the County with \$90,000 to cover the added engineering and construction costs for the extension of the turn lane to accommodate the convenience store. The GEC believes this amount is sufficient to cover the additional work.

STATE OF TEXAS	§	DEVELOPMENT AGREEMENT
	§	REGARDING
HAYS COUNTY	§	RM 1826 AT NUTTY BROWN ROAD

This is a DEVELOPMENT AGREEMENT by and between HAYS COUNTY ("County") and AZS Enterprises, Inc ("Developer").

WHEREAS, Developer is owner of certain tract of land identified as approximately 5 acres out of the Richard Hailey Survey, Abstract No. 224, conveyed to AZS Enterprises, Inc. as described in the Warranty Deed recorded in Document No. 10030116 of the Official Public Records of Hays Count, Texas hereinafter referred to as the "Property",

WHEREAS, County and Developer desire to cooperate to design and construct a left turn lane from RM 1826 into the Property (the "Project"), and,

WHEREAS, the Developer and County desire to share project costs and responsibilities related to the Project,

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for engineering and construction of the Project consisting of the addition of turn lanes, shoulders and other safety improvements within the approximate limits as generally shown on Exhibit "A", attached hereto and incorporated herein.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project Cost is herein defined as all costs of engineering and design, material, labor, grading, paving, drainage, erosion control, right of way, utility adjustment, and all other costs related to the design and construction of the Project.

2. Developer agrees to reimburse to the County a lump sum amount of \$90,000.00. This reimbursement is for engineering and construction costs incurred by the County to extend the left turn bay to accommodate access to the Property. Said lump sum amount shall be paid to County not later than 14 days after execution of this Development Agreement.

C. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The County and the Developer agree that all actions to be performed under this Agreement are performable in Hays County, Texas.
2. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.
3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.
5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.
6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Developer: Asifali Karowalia  
AZS Enterprises, Inc.  
1095 Windy Hill Rd.  
Kyle, TX 78640

COUNTY: Hays County Judge  
111 E. San Antonio Street  
Suite 300  
San Marcos, Texas 78666  
Attn: Judge Bert Cobb (or successor)

with copy to: Hays County District Attorney – Civil Division Chief  
111 E. San Antonio, Suite 204  
San Marcos, Texas 78666  
Attn: Mark Kennedy (or successor)

and to: HDR Engineering, Inc.  
4401 West Gate Blvd; Suite 400  
Austin, TX 78745  
Attn: Jeff Curren, P.E.

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.
8. Assignment. This Agreement may be assigned by the Developer. The Developer must deliver to the County a written acknowledgement, from the entity being assigned the Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of the Developer's obligations included in this Agreement. Subsequent to the assignment of this Agreement, the County and the Developer will no longer have any obligations to each other.



9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

10. Termination. This Agreement may be terminated by the County if payment has not been made by the Developer within 14 days of the execution of the Agreement or if a joint access agreement has not been executed between the Developer and the adjacent property owner within 90 days of the execution of the Agreement.

11. Payments. All payments between the parties to this Agreement shall be made within a 14 day period after the execution of the Agreement.

SIGNED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE DEVELOPER:

HAYS COUNTY:

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

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

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

\_\_\_\_\_

Hays County Judge

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

Reviewed as to Form By:

\_\_\_\_\_

County Attorney

Reviewed By:

\_\_\_\_\_

County Auditor

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the CH2M Hill Professional Service Agreement for necessary additional services on the RM 1826 at Nutty Brown Road project in Precinct 4.

**TYPE OF ITEM:** Discussion / Approval

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** \$15,025.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

2008 Road Bond Program (Development Agreement with AZS Enterprise, Inc.)

**REQUESTED BY:** Pct. 4 Commissioner Ray Whisenant

**SPONSORED BY:** Pct 4 Commissioner Ray Whisenant

**SUMMARY:**

The RM 1826 at Nutty Brown Road was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program.

At the 60% project development stage, it was brought to the County's attention that AZS Enterprise, Inc. was in the process of developing the property across RM 1826 from Nutty Brown Road as a convenience store and gas station. See Exhibit "A".

Coordination meetings were held with the developer's engineer, the County's design engineer, TxDOT, County Commissioner and City of Dripping Springs. All parties were in agreement that the left turn bay for Nutty Brown Road should be extended to accommodate the convenience store and improve safety.

The GEC recommends that CH2M Hill perform the additional engineering work required in order to expedite the project delivery and provide consistency within the plans. Please find attached CH2M Hill's Supplement No. 2 to Work Authorization No. 1 for this work.

In addition, AZS Enterprise, Inc. has agreed to provide the County with \$90,000 to cover the added engineering and construction costs for the extension of the turn lane to accommodate the convenience store. The GEC believes this amount is sufficient to cover the additional work.

Funding for this supplement will be from the development agreement with AZS Enterprise, Inc..

**SUPPLEMENTAL AGREEMENT NO. 1 TO THE  
PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
  §  
HAYS COUNTY                   §

This Supplemental Agreement to the Professional Services Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and CH2M Hill (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed a contract on November 23, 2010;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 was set at \$310,000; and;

WHEREAS, the "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 was set to limit the maximum amount payable under the Agreement to \$310,000.00; and;

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and;

WHEREAS, it has become necessary to amend the Agreement.

**AGREEMENT**

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Agreement is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$310,000.00 to \$325,025.00.
- II. The "*Compensation Cap*" in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$310,000.00 to \$325,025.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

THE ENGINEER:

HAYS COUNTY:

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

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

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

\_\_\_\_\_  
Hays County Judge

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

Reviewed as to Form By:

\_\_\_\_\_  
County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

## *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 Utility Adjustment Agreement with PEC related to the RR12 at RM32 project.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** \$180,148

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 027-803-96-758.5623

**REQUESTED BY:** Will Conley

**SPONSORED BY:** Will Conley

**SUMMARY:**

RM32 is one of the Priority Road Bond Projects on Ranch Road 12 that the County has authorization to design, construct and maintain. According to the highway contractor the pole at Sac-N-Pac (TxDOT Stationing 235+50) has become the critical path. Relocating the pole and utility lines is necessary in order to move forward with this project.

Our project management team, HDR Engineering as well as the project engineer have reviewed the utility agreement and recommend approval. PEC has provided cost estimates to perform this work as attached.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a Utility Adjustment Agreement with PEC related to the RR12 at RM32 project.

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## COUNTY AUDITOR

**AMOUNT:** \$180,148

**LINE ITEM NUMBER:** 027-803-96-758.5623

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## SPECIAL COUNSEL

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

**COMMENTS:**

## COUNTY JUDGE

*Signature Required if Approved*

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

## UTILITY ADJUSTMENT AGREEMENT

Agreement No.: HC-Bond-01

**THIS AGREEMENT**, by and between the **Hays County**, hereinafter identified as the "County", and Pedernales Electric Cooperative, Inc. (Utility Company), hereinafter referred to as the "Owner", is to be effective as of the date this Agreement is signed by the County.

### WITNESSETH

**WHEREAS**, the County is authorized to design, construct, operate, maintain, and improve roadway projects as part of the county roadway system throughout Hays County, and

**WHEREAS**, the County proposes to design, construct, and operate such a project generally described as follows: Hays County, RM 12 Right-Of-Way Widening Project (Name of Project) located from Engineering Station 220 +00 to 262 +60 (limits of project) (hereinafter referred to as the "Project"); and

**WHEREAS**, pursuant to 203.092 of the Texas Transportation Code, as amended, the County shall pay the cost of adjusting, removing or relocating certain utility facilities of the Owner impacted by the Project; and

**WHEREAS**, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows: PEC proposes to construct a power line relocation to make the system whole again with two (2) aerial crossings and the removal of three (3) existing aerial crossings as specified upon State R-O-W on said properties, beginning at the intersection of Pack Saddle Pass and RM HWY 12 at approximate HWY Engineering Station 212+00 Control 0285-03-049 consisting of the following engineering locations: (1.) from a proposed power pole location #3 @ HWY Eng. Sta. 225+09, Right (East), 94'ft. being situated upon Parcel 7 then in a southwesterly direction with first aerial crossing of 188'ft. over and across HWY to proposed pole replacement location #4 @HWY Eng. Sta. 224+76, Left (West) 120'ft., being situated upon Parcel 8; (2.) Then to self supporting pole replacement location #1 @HWY Eng. Sta. 236+06, Rt. (South) 52'ft. upon a private electric utility easement then for removing a second existing aerial crossing of 117'ft. over and across HWY to stub pole removal location #3, being upon a private electric utility easement = HWY Eng. 236+21, Lt. (North) 65'ft.; (3.) Then to a proposed pole replacement location #1, being upon an old electric utility easement on Parcel 15 and within the new State Right-Of-Way @HWY Eng. Sta. 247+48, Rt. (South) 78'ft.; (4.) Then in a easterly direction with an aerial power line encroachment of approximately 195'ft., being two feet (2') within the new State Right-Of-Way to proposed self supporting pole location #2 = HWY Eng. Sta. 249+43, Rt. (South) 83'ft., being situated an old electric utility easement within the new State Right-Of-Way; (5.) Then continuing with same aerial encroachment of 331'ft. +/-, being three feet (3') within the new State Right-Of-Way to proposed self supporting pole location #3 = HWY Eng. Sta. 252+74, Rt. (South) 90'ft.; (6.) Then continuing with same aerial encroachment of 332'ft. +/-, being four feet (4') within the new State Right-Of-Way to proposed self supporting



pole location #4 = HWY Eng. Sta. 256+07, Rt. (South) 95'ft.; (7.) Then continuing with same aerial encroachment of 276'ft. +/-, being five feet (5') within the new State Right-Of-Way to proposed self supporting pole location #5 = HWY Eng. Sta. 258+83, Rt. (South) 95'ft.; (8.) Then continuing with same aerial encroachment of 276'ft. +/-, being five (5') within the new State Right-Of-Way to proposed self supporting pole replacement location #6 = HWY Eng. Sta. 262+02, Rt. (South) 106'ft. situated upon a old electric utility easement dedication with two proposed guy and anchor locations into private property then in a northeasterly direction with final aerial crossing of 235'ft. over and across HWY to proposed self supporting pole replacement location #8 @HWY Eng. Sta. 262+02, Lt. (North) 130'ft. upon electric utility easement dedication situated on private property.

*[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00")]; Pedernales Electric Cooperative, Inc.; (the "Owner Utilities") that currently are in conflict with the construction of the Project; and*

**WHEREAS**, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

**WHEREAS**, the County desires to implement the adjustment, removal or relocation of Owner Utilities in a timely fashion by entering into this Agreement with Owner.

### AGREEMENT

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the County and the Owner agree as follows:

1. The Owner has provided cost estimates for the relocation and reconstruction of the Owner Utilities which are attached hereto as Exhibit A. Owner shall provide to the County a utility plan view map (in electronic format) illustrating the location of existing and proposed utility facilities on the County's right-of-way map of the Project. In preparation of the plans, specifications and cost estimates, Owner represents as follows (check one box that applies):
  - ☒ Owner's employees were utilized to prepare the plans, specifications and cost estimates, and the charges therefore do not exceed the Owner's typical costs for such work.
  - ☐ Owner utilized consulting engineers to prepare the plans, specifications and cost estimates, and the fees for such work are not based upon a percentage of construction costs. Further, the fees for such work encompass only the work necessary to prepare the plans, specifications and cost estimates for relocation of the Owner Utilities on the Project and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.
2. The Owner has determined that the method to be used in developing the adjustment, removal or relocation costs shall be as specified for the method checked and described below:
  - ☐ (1) Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body or as required and approved by the County.
  - ☒ (2) Actual costs accumulated in accordance with an established accounting procedure developed by the Owner and which the Owner uses in its regular operations.
  - ☐ (3) An agreed sum of \_\_\_\_\_, as supported by the analysis of estimated costs attached hereto.

If costs are developed under procedure (1) or (2), above, the County will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a final billing prepared in a County acceptable form and manner make full payment in the amount of ninety percent (90%) of the eligible costs shown in the final billing and shall make final payment in an amount so that total payments will equal the amount found eligible for reimbursement based on a final review of the billings by a County Auditor or their representative. When requested by the Owner, the County will make intermediate payments based upon the progress of the work completed at not more than monthly intervals to Owner when properly billed, and such payments will not exceed eighty

percent (80%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

If costs are developed under procedure (3) above, the County will, upon satisfactory completion of the adjustment, removal or relocation and upon receipt of a billing prepared in acceptable form and manner, make payment to Owner in the agreed amount. When requested by the Owner, the County will make intermediate payments based upon the progress of the work completed at not more than monthly intervals to Owner when properly billed, and such payments will not exceed eighty percent (80%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The Owner shall submit the original and four (4) copies of all invoices to the County or its designee at the following address The Owner shall submit the original and four (4) copies of all invoices electronically to the County's designee at the following email address: [Allen.Crozier@hdrinc.com](mailto:Allen.Crozier@hdrinc.com) Attention: Allen Crozier. Invoices should be submitted not later than one hundred twenty (120) days after completion of the work. The Owner shall maintain complete and accurate cost records for all work performed pursuant to this Agreement. The County and its representatives shall be allowed to inspect said records during the Owner's regular business hours. Unsupported charges will not be considered eligible for reimbursement. All records relating to its work under this Agreement shall be maintained by the Owner for four (4) years after receipt of final payment from the County.

3. The Owner will carry out said adjustment, removal or relocation, accurately record the costs, and retain such records in accordance with applicable rules, regulations and procedures. The costs paid by the County pursuant to this Agreement shall be full compensation to Owner for all costs incurred by Owner in making such adjustment, removal or relocation
4. All work to be performed pursuant to this Agreement, with the exception of betterment set forth below, shall be at the sole cost and expense of the County, including, but not limited to all engineering, construction and inspection costs of the Owner. All costs charged the County shall be computed using rates and schedules not exceeding those applicable to the Owner's performance of similar work and shall be subject to pre-approval by the County. The County shall be credited for all salvageable materials removed from the facilities being relocated.
5. Any upgrading of the Owner Utilities being relocated that is not attributable to the Project construction and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity of existing facilities or an expansion of the existing facilities, shall be deemed a "betterment". Should the Owner determine that it wishes to change, modify, or enlarge any of the Owner Utilities to be adjusted under this Agreement that results in a betterment, it shall do so at its own expense and without causing any delay in the Project. The Owner shall provide such additional funding attributable to any betterment.

6. In order to account for betterment, the Owner shall provide comparative estimates for (i) all work to be performed, including work attributable to betterment, and (ii) non-betterment work associated only with the replacement of existing Owner Utilities, which estimates are subject to agreement by the County. A betterment credit to the County shall be calculated by subtracting (ii) from (i), which remainder shall be divided by (i), to arrive at the percentage of the work attributable to betterment. The County shall reimburse the Owner that portion of the Owner's costs equal to the approved costs, less the betterment credit. After application of the betterment credit, the County will then apply the credit, if any, for salvage material.
7. The County will not be responsible for costs resulting from utility design revisions and relocations necessitated by design changes unless authorized and approved by the County prior to the commencement of the said redesign.
8. The Owner may utilize its own employees or may retain such contractor or contractors as necessary to relocate and reconstruct the Owner Utilities through the procedures set forth in Form HC-Bond-U01 "Statement Covering Contract Work" attached hereto. If Owner utilizes its employees for the relocation and reconstruction work, a Form HC-Bond-U01 is not required.
9. The Owner will not begin on relocation or reconstruction of Owner Utilities until such right-of-way necessary for any sequence thereof is acquired or a right-of-entry acceptable to the County is obtained, it being incumbent upon the Owner to assure that all such installations at all times be within property owned or controlled by the County or owned or controlled by the Owner.
10. The County or its designee will, by written notice, authorize the Owner to proceed with the necessary adjustment, removal or relocation, and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the County's Project construction or in the said work.
11. Upon receipt of written notice to proceed from the County or its designee, the Owner and Owner's contractors are hereby granted the authority to enter upon the Project right-of-way to proceed with the work. The Owner agrees to act expeditiously to relocate and reconstruct the Owner Utilities necessary for the construction, operation, and maintenance of the Project according to approved final plans, the required specifications, and contract documents, all of which shall have been approved in writing by the County prior to commencement of the work. Upon completion of the relocation and/or reconstruction of the Owner Utilities, the Owner, upon request by the County, will provide the County with as-built plans of the completed Owner Utilities.
12. The work undertaken by the Owner or its contractor shall be in accordance with generally-accepted standards and procedures within the industry for such utility construction and reconstruction.
13. The Owner shall complete all of the utility reconstruction and relocation work in the County's ROW, including final testing and acceptance thereof (check one box that applies):

☒ on or before April 15, 2010.

☐ a duration not to exceed \_\_\_ calendar days upon notice to proceed by the County or its representative.

The County may reduce the amount of reimbursement to the Owner by ten percent (10%) of the agreed-upon amount for each 30-day period and by a pro-rata amount of said ten percent for any portion of a 30-day period by which the final completion and acceptance date exceeds the above-mentioned deadline. If the City determines that a delay in the relocation work is the result of circumstances beyond the control of the Owner or Owner's contractor, the City will not reduce the reimbursement.

14. The Owner and Owner's contractor will coordinate all work on the reconstruction and relocation of the Owner's Utilities with the County or its designee. At the option of the County and at its sole expense, the County or its designee may have an inspector on site during the Owner's work.
15. The Owner and Owner's contractor will coordinate all work on the reconstruction and relocation of the Owner's Utilities with the County or its designee. At the option of the County and at its sole expense, the County or its designee may have an inspector on site during the Owner's work.
16. The Owner shall expeditiously stake the survey of the proposed locations of the utilities and appurtenances being relocated, adjusted, and reconstructed, on the basis of the final approved plans. The County shall verify that the relocated and reconstructed Owner Utilities, as well as Owner Utilities that remain in place and are not relocated or reconstructed, clear the planned construction of the Project as staked in the field. Further, to help assure that neither the (i) relocated or reconstructed Owner Utilities or (ii) existing, unadjusted Owner Utilities are damaged during construction of the Project, the Owner shall mark in the field the location of such Owner Utilities horizontally on the ground in advance of construction in the immediate area of the Owner Utilities.
17. The Owner, at the County's expense, shall obtain any and all permits, licenses, or authorizations that may be required to perform the work contemplated by this Agreement. The Owner, also at the County's expense, shall be responsible for the clearing of any trees, shrubbery or other vegetation and for installing any environmental control that may be necessary or required in order to perform such work.
18. The Owner will adhere to the backfill requirements as stated in TxDOT's 2004 Standard Specifications for Highways, Streets and Bridges, Part II, Construction Details, Division IV, Structures, Item 400, Excavation and Backfill for Structures, 400.5 Backfill. Excavation unsuitable for backfill and excavation that is not needed for construction shall be known as "waste" and shall become the property of the Owner, to be disposed of by the Owner at an approved site outside of the limits of the right-of-way.
19. All disturbed and damaged areas must be restored by the Owner to an equal to or better condition than existing prior to start of construction and be in compliance with TxDOT

2004 Standard Specifications for Highways, Streets and Bridges and the Texas Manual on Uniform Traffic Control Devices. Restoration includes but is not limited to vegetation, topsoil, signs, pavement, curb and gutter, and sidewalks.

20. Markers must be placed in accordance with the TxDOT Utility Accommodation Rules. All materials to be salvaged by the Owner must be made available to the County inspector for inspection if requested by the County.
21. The Owner acknowledges that it owns, operates, and maintains and shall continue to own, operate, and maintain the Owner Utilities after final completion of the work required to adjust, relocate, or reconstruct the Owner Utilities. The Owner agrees that if repairs or maintenance are necessary to the work described in this Agreement, the Owner shall pursue its rights and remedies solely against the contractors retained by the Owner or against any surety under any performance bonds delivered by Owner's contractors in connection with the work. In no event shall the County become responsible for making any repairs, for maintenance, or for discharging the cost of same. The Owner shall accept the responsibility for all future repairs and maintenance of said Owner Utilities.
22. The Owner shall defend, indemnify and hold harmless the County and its officers, directors, and employees (each, a "County Indemnitee") from and against all losses, costs, damages, injuries, demands, liabilities, claims, and causes of action, including reasonable attorney's fees, incurred by any County Indemnitee or asserted by any third party against any County Indemnitee due to activities of Owner, its employees, agents, contractors or subcontractors, in the performance of any work contemplated by this Agreement and which are caused by or result from any negligent act, error, or omission of the Owner, its employees, agents, contractors or subcontractors.
23. This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the County be considered as or represent itself to be an agent of the other.
24. This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the parties hereto.
25. This Agreement shall bind the Owner, the County, and their successors and assigns, and has been entered into for their sole benefit. Nothing in this Agreement nor in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the relocation work or the public in general.
26. Time is of the essence in the performance of this Agreement.

27. The Owner represents and warrants that the person executing this Agreement is duly authorized to enter into this Agreement on behalf of the Owner and to bind the Owner to the terms hereof.
28. It is expressly understood that this Agreement may be terminated by the County at any time up to the date that work under this Agreement is authorized and that such termination will not create any liability on the part of the County.

EXECUTED on behalf of the Owner by its duly authorized representative; and on behalf of Hays County.

OWNER:

**Hays County**

Utility Company Name

*Dedev niles Electric*  
By: *Cooperative Inc.*  
Duly Authorized Representative

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County Commissioners Court.

Print Name: *Bahad. J. J.*  
Title: District Manager

By: \_\_\_\_\_  
County Judge

Date: *Jan 14, 2011*

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

**Pedernales Electric Cooperative  
Estimate Summary:**

<b>WO 1</b>	<b>\$26,717.82</b>
<b>WO 2</b>	<b>\$19,798.06</b>
<b>WO3</b>	<b><u>\$133,631.67</u></b>
<b>Total</b>	<b>\$180,147.55</b>



## *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 resolution and submit a grant application to the Office of the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00.

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

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** \$2,194.00 (1<sup>st</sup> Yr.) \$4,326.57 (2<sup>nd</sup> Yr.)

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

**REQUESTED BY:** Cutler/Graves/Hauff

**SPONSORED BY:** Ingalsbe

#### **SUMMARY:**

This grant would fund a victim coordinator's position for the Hays County Sheriff's Office. This position will provide services to crime victims, their families, and citizens of Hays County who have experienced the trauma of victimization. The victim counselor/coordinator would assist in completing and submitting the required forms for court, provide counseling, and coordinate victims for court appearances. The grant term is for up to two (2) years from September 1, 2011 through August 31, 2013, subject to and contingent on funding and approval by the Office of the Attorney General. The grant will fund the position up to \$42,000 annually, including fringe benefits. The first year annual salary and fringe benefits for this position is \$44,194.00, a difference of \$2,194.00, and salary and fringe benefits for the second year is \$46,326.57 a difference of \$4,326.57. The Sheriff's Office budget will supplement the additional funds required. The application will be submitted electronically and, with the exception of the additional funds to cover salary/fringe benefits, no match is required. The county is not required to continue this position after the grant expires. A position description is included that describes the duties and responsibilities.

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute resolution and submit a grant application to the Office of the Attorney General (OAG), Crime Victim Services Division for up to \$42,000.00.

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## COUNTY AUDITOR

**AMOUNT:** \$2,194.00 (1<sup>st</sup> Yr.) \$4,326.57 (2<sup>nd</sup> Yr.)

**LINE ITEM NUMBER:** TBD

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** This will not affect FY2011. Will need to be budgeted in FY 12 & FY 13.

**Bill Herzog**

## SPECIAL COUNSEL

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

**COMMENTS:**

## COUNTY JUDGE

*Signature Required if Approved*

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

# RESOLUTION

HAYS COUNTY TEXAS

Project No. V0086-12-1432

BE IT KNOWN AS FOLLOWS:

**WHEREAS**, the Hays County, Texas has applied or wishes to apply to the Office of the Attorney General (OAG), Crime Victim Services Division for the following grant program

VICTIM COORDINATOR AND LIAISON GRANT (VCLG)

**WHEREAS**, the County Commissioners' Court, has considered and supports the Application filed or to be filed with the OAG;

**WHEREAS**, Hays County, Texas has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Bert Cobb, M.D.

Position Title: County Judge

**NOW THEREFORE, BE IT RESOLVED** that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

\_\_\_\_\_  
Signature – Bert Cobb, M.D.  
Hays County Judge

\_\_\_\_\_  
Date

\*\*\*\*\*

**THE 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, Texas, in a Regular Meeting held on March 29, 2011.

**ATTESTED TO BY:**

\_\_\_\_\_  
Liz Gonzalez

## **Hays County Job Description**

JOB TITLE: Victim Counselor/Coordinator

JOB CODE:

PAY GRADE

FLSA STATUS

LAST REVISED

### **JOB SUMMARY:**

Provides counseling and support services to clients and assists with problems resulting from victimization. Screens and provides intake services for clients seeking court orders. Refers clients to counseling and other clinical and social service provider resources, coordinates client court appearances and accompanies clients to trial.

### **DISTINGUISHING CHARACTERISTICS:**

This is the first in a series of two victim counselor-related job classifications within the Social Services job family. This classification is responsible for providing counseling and support services to clients and assisting with problems resulting from victimization. This classification is distinguished from the higher level which is responsible for clinical assessment of client psychosocial status and recommendation of types of counseling and other outreach services required. This classification typically does not function in a lead capacity. This classification may require work in secure facilities. This classification may include response at crime scenes. This classification may require a flexible work schedule in order to meet the needs of the department.

### **DUTIES AND RESPONSIBILITIES:**

- Provides counseling and support services to clients and assists with problems, resulting from victimization. Screens and provides intake services for clients seeking court orders.
- Provides information to clients related to crime and/or court case. Answers general questions from the public.
- Assists in gathering evidence requested for court cases. Locates and contacts clients to obtain information related to criminal cases. Request medical records, collision reports, and other cases related information
- Coordinates client court appearances. Escorts clients to courtroom and provides support while testifying
- Prepares and maintains statistical records. Records case file information in tracking system.
- Performs administrative duties such as preparing correspondence and processing incoming mail for case files.
- May assist in assessing the psychosocial status of clients and determining the types of counseling, social service provider and other services indicated. May assist in coordinating referrals and provisions of services to clients.
- May serve as liaison with advocacy groups, clinical and other service providers, community outreach services and law enforcement personnel.

- Performs other job-related duties as assigned.
- **MINIMUM REQUIREMENTS:**
- Education and Experience
- Bachelor's degree in Social or Behavioral Sciences or a directly related field and two (2) years experience in counseling/social services or criminal justice work;
- Or
- Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.
- **Other Qualifications/Licenses, Registrations, Certifications, or Special Requirements:**
- Valid Texas Driver's License
- Preferred: Bilingual
- **MINIMUM REQUIREMENTS:**
- **Knowledge, Skills, and Abilities:**
- Policies, practices and procedures within the Criminal Justice system
- Counseling techniques and resources
- Advocacy groups, clinical and other service providers and community outreach services.
- Procedures for gathering evidence and researching information
- Principles and procedures of record keeping.
- Computer equipment to include word processing, spreadsheets, databases, and a variety of software packages.
- **Skill in:**
- Counseling and providing assistance to clients
- Coordinating client court appearance
- Processing court related documents.
- Problem-solving and decision-making both verbal and written communication.
- **Ability to:**
- Work independently
- Manage time well and meet timelines.

- Communicate effectively
- Establish and maintain effective working relationships with departmental clientele, other County employees' and officials, community outreach and other organizations, clinical service providers, law enforcement personnel and the general public.
- WORK ENVIRONMENT AND PHYSICAL DEMANDS:
- Physical requirements include the ability to lift/carry up to 25 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, driving, client/customer contact, and squatting to perform the essential functions.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to accept a grant in the amount of \$30,000 from the Wimberley Valley Watershed Association for payment toward reduction of the County's loan from The Nature Conservancy related to the Westridge/Jacob's Well Acres purchase; and to authorize the County Auditor to disburse said funds to The Nature Conservancy for said purposes.

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

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:**

The Wimberley Valley Watershed Association ("WVWA") received a private grant in the amount of \$80,000 prior to the transactions that caused approximately 81 acres of conservation land to be transferred to Hays County. \$50,000 of the original grant was used in settlement of pending claims between WVWA and Westridge Partners. It was stipulated by Grantor that any remaining monies should be used to assist the County in paying down its existing debt service with The Nature Conservancy. The remaining monies from that grant currently total approximately \$30,000.00. WVWA has prepared a check payable to Hays County. In order to adhere to the requirements of the grant made to WVWA, Hays County should expedite payment of these monies to The Nature Conservancy.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a contract extension with Smith, Robertson, Elliott, Glen, Klein, & Douglas, L.L.P. for legal counsel associated with the Hays County Regional Habitat Conservation Plan.

**TYPE OF ITEM:** Action

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** \$10,000.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:**

The Commissioners Court recently authorized Loomis Partners to continue working on approval of the Regional Habitat Conservation Plan (RHCP). Since Smith Robertson worked in tandem with Loomis Partners through the first submittals of the RHCP, it seems prudent to continue Smith Robertson's services for the final stage of the RHCP's consideration.



# Agenda Item Routing Form

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a contract extension with Smith, Robertson, Elliott, Glen, Klein, & Douglas, L.L.P. for legal counsel associated with the Hays County Regional Habitat Conservation Plan.

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

## COUNTY AUDITOR

**AMOUNT:** \$10,000.00

**LINE ITEM NUMBER:** TBD

**COUNTY PURCHASING GUIDELINES FOLLOWED:**

**PAYMENT TERMS ACCEPTABLE:**

**COMMENTS:** This is not budgeted but the previous approval from the Court to pay Loomis Partners an additional \$10,000 came from the Infrastructure Fund.

Bill Herzog

## SPECIAL COUNSEL

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

**COMMENTS:**

## COUNTY JUDGE

*Signature Required if Approved*

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

ALAN M. GLEN  
PARTNER

Direct Line 512.225.5801 • Direct Fax 512.225.5821  
Email [aglen@smith-robertson.com](mailto:aglen@smith-robertson.com)

March 23, 2011

Mark Kennedy, Esq.  
Special Counsel  
Hays County, Texas  
111 E. San Antonio St., Suite 204  
San Marcos, Texas 78666

Re: Authorization of Additional Services under Smith|Robertson's Engagement for  
Regional Habitat Conservation Plan

Dear Mr. Kennedy:

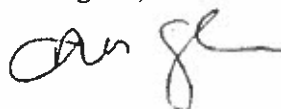
In accordance with your request, this letter serves to propose an additional budget for legal services pertaining to the Hays County Regional Habitat Conservation Plan (the "RHCP"). These services will be in the nature of "on call" services to assist the County and its consultant in connection with RHCP matters. We propose an initial budget of \$10,000, which we will not exceed without prior authorization from the County.

Our contract with Hays County is evidenced by our engagement letter of April 19, 2006, and these services will be performed in accordance with the terms of that engagement letter.

If this letter meets with your approval, I request that the County sign at the place indicated below so that our paperwork will be in order.

I would welcome the opportunity to answer any questions you have regarding this matter. As always, we greatly appreciate this opportunity to be of service to the County.

Best regards,



Alan M. Glen

ACCEPTED AND AGREED ON  
Date: \_\_\_\_\_, 2011

HAYS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: The Honorable Will Conley, *Hays County Commissioner*  
Rebecca Barho, Esq., *Firm*  
Melinda E. Taylor, Esq., *Firm*

## *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 Staging Agreement between Hays County and 2428 Partners for activities related to road improvements on Turnersville Road and CR 118.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** JONES/KENNEDY

**SPONSORED BY:** JONES

**SUMMARY:** 2428 Partners has presented the attached Staging Agreement to the County, which must be executed in order to provide a staging area for construction related activities on CR 118 and Turnersville Road.

## **STAGING AGREEMENT**

THIS STAGING AGREEMENT ("Agreement") is effective as of the \_\_\_\_ day of February, 2011 ("Effective Date"), by and between 2428 PARTNERS L.P., a Texas limited partnership ("Licensor"), and THE COUNTY OF HAYS (the "Licensee").

In consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **LICENSE.** Licensor hereby grants to Licensee the right to use the property containing approximately 1.92 acres as depicted, shown or described on the attached **Exhibit "A"** ("Property") for installation, maintenance and use of a job trailer, parking, construction staging and storage of construction materials during the construction of Licensee's improvements on adjacent land and for no other purpose. This Agreement commences on the date set forth above and expires on December 31, 2011, unless sooner terminated as hereinafter provided.

2. **AS-IS, WHERE-IS.** The Property is made available by Licensor to Licensee pursuant to this Agreement on an "AS-IS, WHERE-IS" basis, and Licensee expressly acknowledges that, in consideration of the agreements of Licensor herein, Licensor MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

3. **LICENSEE OBLIGATIONS.** Licensee shall at all times keep the Property in neat and clean condition. Licensee will not do or permit to be done any injury or any damage to the Property or surrounding areas, but in the event any damage is done, Licensee shall at its expense make all necessary repairs. If Licensee fails to do so after ten (10) days' written notice, Licensor may make such repairs and Licensee shall reimburse Licensor for such costs upon demand. Licensor and its contractors and agents shall have access to and the right to enter upon the Property at any reasonable time to examine the condition thereof or for any other purpose. Licensee shall pay all costs and expenses incurred in connection with Licensee's use of the Property. Any electrical, gas, water, or other utility service required by Licensee must be furnished by Licensee at its sole expense. Licensee shall not permit any liens to attach to the Property as a result of any work performed or materials furnished by or on behalf of Licensee, and if any such liens are filed, Licensee shall pay and obtain the release and discharge of same within 15 days after the date of tiling thereof. Upon the termination or expiration of this Agreement, Licensee shall (i) remove from the Property all materials and improvements placed by Licensee on the Property, and (ii) leave the Property in as good or better condition than that which existed prior to Licensee's use of the Property.

4. **COMPLIANCE WITH LAWS.** Licensee at its expense will comply with all federal, state and local laws, rules, ordinances, orders, regulations, restrictions, and codes applicable to Licensee and its use of the Property.

5. **ENVIRONMENTAL.** Licensee shall not dispose, store, treat, process, manufacture or otherwise handle, or permit any of its contractors, subcontractors, employees, agents or vendors to dispose, store, treat, process, manufacture or otherwise handle, at, in,

under or about the Property, any hazardous substances, solid wastes, or other substances known or suspected to pose a threat to health or the environment, including, without limitation, any "hazardous waste" or "hazardous substance" as defined under any applicable environmental law, asbestos, polychlorinated biphenyls, petroleum-based products and any substances which under applicable environmental laws require special handling or notification of any federal, state or local governmental entity (collectively, "Hazardous Materials"). Licensee shall conduct and complete all investigations, studies, sampling and testing and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials placed by Licensee or any of its contractors, subcontractors, employees, agents or vendors on, in, from or affecting any portion of the Property in accordance with all applicable environmental laws within sixty (60) days after Licensee first obtains knowledge or notice of such Hazardous Materials; provided, that: (i) Licensors shall be entitled to approve the contractors and the remediation contract; (ii) Licensee shall cause such contract to provide that Licensors shall be provided with copies of all reports, notices and other written information prepared or submitted in connection with the work, Licensors shall be named as additional insured on the insurance policies to be carried thereunder, Licensors shall be entitled to rely upon the contents of any reports and other information prepared in connection with the remediation process, and the work shall be completed in such a manner as to not interfere with Licensors in the use or occupancy of the Property; and (iii) at Licensors' option, and at Licensee's expense, Licensors may conduct and complete such investigations, studies, sampling, testing and remedial removal, in which event, Licensee shall reimburse Licensors for all costs incurred in connection therewith within ten (10) days following Licensors giving Licensee an invoice therefor. Licensee shall notify Licensors immediately upon Licensee's receipt of notice from any governmental authority of a violation of any applicable environmental law and any knowledge Licensee may have of the presence of Hazardous Materials at, in, under or about the Premises. Licensee agrees to defend, indemnify and hold harmless Licensors, its employees, agents, shareholders, officers and directors from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorneys' and consultant fees and expenses, investigation, fees and expenses, clean-up costs, court costs and other litigation expenses) of whatever kind or nature, known or unknown, arising out of or in any way related to the presence, removal or production of any Hazardous Materials on, in, from or affecting any portion of the Property.

6. **INSURANCE.** Licensee shall, at its sole expense, maintain or cause its contractor to maintain, in effect at all times during the term of the Agreement, with an insurer licensed to do business in the State of Texas, a commercial general liability insurance policy insuring against bodily injury and property damage, including without limitation, insurance satisfying the requirements set forth on Exhibit "B" attached hereto and incorporated herein by reference. Evidence of this coverage, represented by a certificate of insurance issued by the insurance carrier, must be furnished to Licensors upon the execution of this Agreement and prior to any other owner of the Property.

7. **INDEMNIFICATION.** TO THE FULLEST EXTENT OF PERMITTED BY APPLICABLE LAW, LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LICENSORS, SCARBOROUGH SUNFIELD LLC ("PROJECT MANAGER"), AND THEIR RESPECTIVE OFFICIALS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, FINES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES [INCLUDING

ATTORNEYS' FEES AND COURT COSTS] OF ANY NATURE, KIND, OR DESCRIPTION MADE OR ASSERTED BY ANY PERSON OR ENTITY RESULTING FROM THE WORK. THE FOREGOING INDEMNIFICATION SHALL APPLY TO ANY CLAIMS RESULTING FROM MATTERS CAUSED BY THE NEGLIGENCE OF THE INDEMNITEES, BUT WILL NOT APPLY WITH RESPECT TO CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEES. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employee benefit acts. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Paragraph 7, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect. Licensee's obligations under this Paragraph 7 shall survive completion, final payment and/or termination of this Agreement.

8. DEFAULT. In the event that Licensee fails to perform or observe any covenant or obligation of this Agreement which is not cured within ten (10) days following written notice from Licenser to Licensee, then Licenser may at its option, in addition to all other rights and remedies available to Licenser at law or in equity, terminate this Agreement, in which event Licensee shall immediately surrender possession of the Property to Licenser. Licenser may also take such action as should have been taken by Licensee under this Agreement, in which event, Licensee shall reimburse Licenser on demand for all costs and expenses incurred by Licenser in connection therewith. No waiver of any covenant of this Agreement or a breach of such covenant shall constitute a waiver of any other covenant or other breach of said covenant. No waiver will be effective unless express and in writing.

9. ATTORNEYS' FEES. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

10. NOTICES. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below:

Licenser: 2428 Partners, L.P.  
% IHP Capital Partners  
19800 MacArthur Blvd., Suite 700  
Irvine, California 92612  
Attn: Doug Neff  
Phone: (949) 851-2121  
Fax: (949) 706-9328

With a copy to: 2428 Partners, L.P.  
% IHP Capital Partners  
12930 Worldgate Drive, Suite 125

Herndon, Virginia 20170  
Attn: Scott Cox  
Phone: (703) 439-1477  
Facsimile: (703) 435-9104  
Email: SCox@ihpinc.com

With a copy to: Scarborough Sunfield LLC  
16380 Addison Road  
Addison, Texas 75001  
Attn: Jack Tate  
Phone: (972) 380-5900  
Facsimile: (972) 380-5960  
Email: mboswell@swbell.net

Licensee: Hays County  
111 East San Antonio, Suite 204  
San Marcos, Texas 78666  
Attn: Mark Kennedy, ADA  
Facsimile: (512) 393-2246

With a copy to: Commissioner, Precinct 2  
111 North Front Street  
Kyle, Texas 78640  
Facsimile: (512) 262-1250

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

11. EXCULPATION. Licensee acknowledges that State of California Public Employees' Retirement System ("System") is an indirect investor in Licensor. Notwithstanding any other term or provision of this Agreement, System's liability hereunder is solely that of a limited partner, and no personal or direct liability shall at any time be asserted or enforceable against the investors in Licensor, the System, the System's Board, or any of their constituent members, partners, employees, directors, officers, shareholders or agents on account of or arising out of any obligations arising out of or related to this Agreement. Licensee agrees that it shall look solely to the interest of Licensor in Licensor's property for the enforcement of any claims against Licensor arising hereunder or related hereto, and waives any claim against the investors in Licensor, including without limitation the System, irrespective of the compliance or noncompliance now or in the future with any requirements relating to the limitation of liability of limited partners or members.

12. VALIDITY. In the event that any provision of this Agreement is found to be void or unenforceable, such provision shall be deemed modified to the minimum extent possible so as to be valid and enforceable, and all of the remaining provisions of this Agreement shall be fully effective and shall not be affected by the otherwise void or unenforceable provision or provisions.

13. MISCELLANEOUS. This Agreement and the obligations of the parties hereunder must be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The parties acknowledge that each party has reviewed this Agreement, and

the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement constitutes the entire agreement between Licensor and Licensee. No prior written or prior or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended, changed, or extended except by written instrument signed by both parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing in this Agreement shall create a partnership, joint venture, or other agency relationship between Licensor and Licensee, and the parties shall not hold themselves out to others as partners or co-venturers. This Agreement may be executed in multiple counterparts and signature pages from any counterpart may be appended to any other counterpart. All counterparts shall constitute a single, unified instrument. Facsimile signatures will be considered original signatures.

WITNESS the execution hereof, to be effective as of the date first set forth above.

**LICENSOR:**

2428 PARTNERS, L.P.,  
a Texas limited partnership

By: 2428 MANAGEMENT L.L.C., a  
Delaware limited liability company,  
General Partner

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

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

**LICENSEE:**

APPROVED AS TO FORM:

HAYS COUNTY

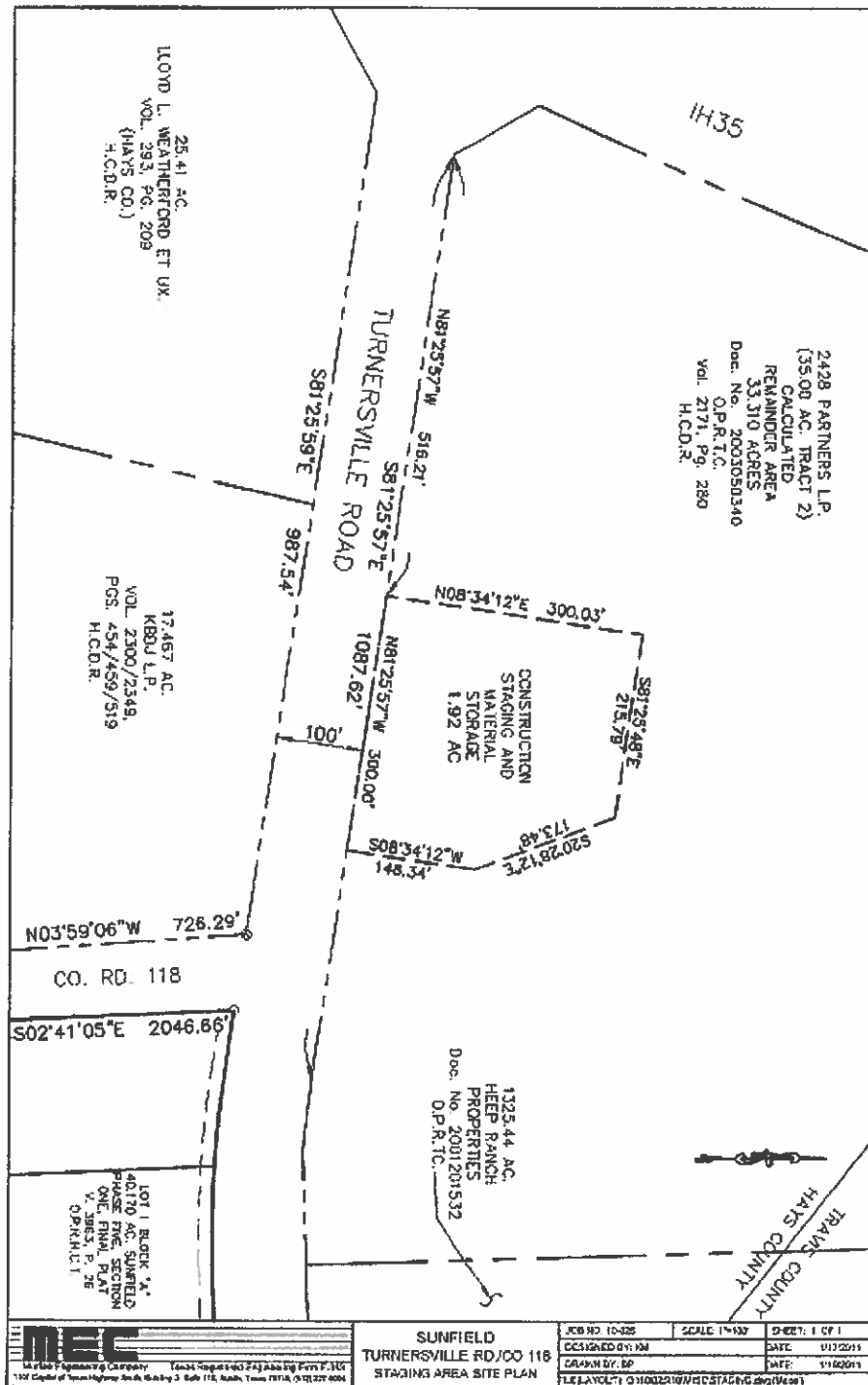
\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# EXHIBIT "A"

## THE PROPERTY



**EXHIBIT "B"**  
**INSURANCE**

**COVERAGES AND LIMITS**

The following items must be obtained:

**I. ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY**

With minimum limits of liability not less than:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Liability shall not be limited to the amount of the contract

**II. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY (if applicable)**

Statutory Workers' Compensation limits for Texas

Employers' Liability limits of \$1,000,000

Waiver of Subrogation Endorsement in favor of 2428 Partners, L.P.; 2428 Management L.L.C.; IHP Investment Fund III, L.P.; IHP Joint Investment Fund, LLC; and Scarborough Sunfield LLC

As an alternative, evidence of a qualified Nonsubscriber Plan is acceptable in Texas

**III. COMMERCIAL GENERAL LIABILITY**

(Bodily Injury and Property Damage), with minimum limit of liability of not less than the following:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000

Coverage to be on an "occurrence form." "Claims made" or "modified occurrence" forms are not acceptable.

Broad Form Property Damage Liability, including Products and Completed Operations coverage Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

Blanket contractual coverage with Employee Exclusion deleted

An endorsement stating that aggregate limits apply on a "per project" and "per location" basis.

An endorsement naming 2428 Partners, L.P.; 2428 Management L.L.C.; IHP Investment Fund III, L.P.; IHP Joint Investment Fund, LLC; and Scarborough Sunfield LLC as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance that may be carried by 2428 Partners, L.P.; 2428 Management L.L.C.; IHP Investment Fund III, L.P.; IHP Joint Investment Fund, LLC; and/or Scarborough Sunfield LLC.

Additional insured coverage must cover "your work" and extend to Completed Operations. Endorsement CG201011 85 (or its equivalent) must be attached.

30-Day Notice of Cancellation must be given. Delete "endeavor to" and "...but failure to..." language.

**IV. AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Auto limits of not less than \$1,000,000, each accident. Coverage shall include:  
Non-owned and Hired automobiles  
Owned vehicles

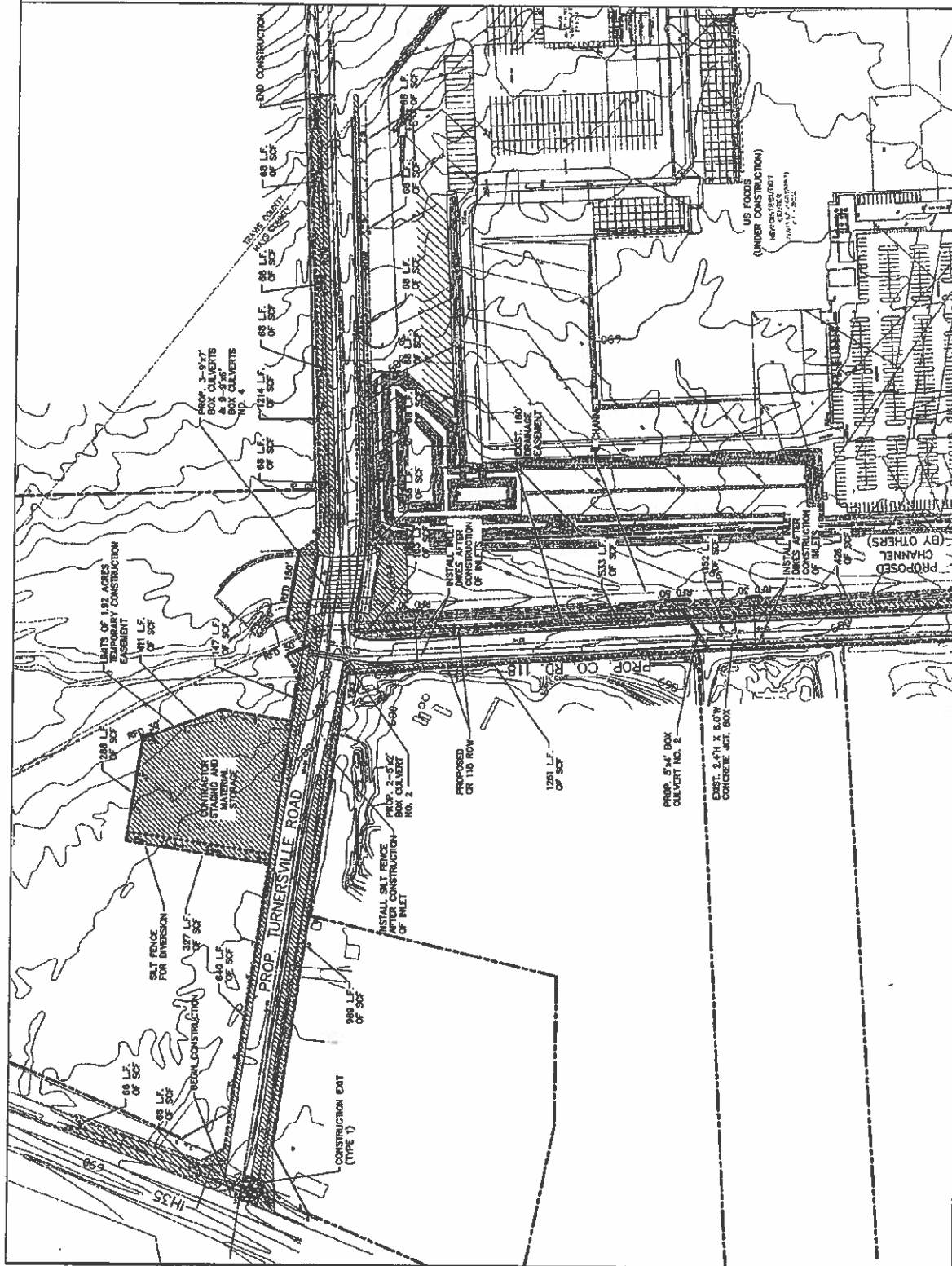
**V. UMBRELLA LIABILITY**

\$2,000,000 Each Occurrence / Aggregate  
Policy to be excess over policies described in II, III, and IV above

**VI. BUILDERS' RISK INSURANCE (if applicable)**

**VII. OTHER REQUIREMENTS**

All policies must be written by insurance companies whose rating in the most recent Best's Rating Guide is not less than A-VII.  
All coverage forms must be acceptable to Licensor.  
Certificates of insurance and required endorsements must be received prior to entry on the job site.



MATCH LINE STA. 14+00

## **INSURANCE AND BOND REQUIREMENTS**

Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which arise from or in connection with the performance of the work there under by the Contractor, his agents, representative, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor. The County shall be named as additional insured. **Proof of Worker's Compensation and Liability Insurance shall be provided with bid response.**

**A. Minimum Limits of Insurance:**

Comprehensive General Liability, to include contractual liability:

Minimum each person:

Bodily Injury	\$500,000
Each Occurrence	\$1,000,000
Property Damage	\$500,000

**B. Automobile Liability:**

Minimum each person:

Bodily Injury	\$500,000
Each Occurrence	\$1,000,000
Property Damage	\$500,000

**C. Worker's Compensation**

Statutory

**Other Insurance Provisions:**

**All Coverages:** each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

**Acceptability of Insurers:** insurance is to be placed with insurers licensed in the State of Texas.

**Verification of Coverage:** coverage shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the bid is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

**A Bid Bond will be required.** Pursuant to the provisions of section 262.032 of the Texas Local Government Code, if the contract contemplated by this request for bids for the construction of public works, or will be under a contract exceeding \$100,000.00, Hays

County shall require the bidder to execute a good and sufficient bid bond in the amount of five percent (5%) of the amount bid. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

**A Performance Bond shall be required.** Within ten (10) days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Hays County Commissioners' Court, the successful bidder shall furnish a performance bond to Hays County for the full amount of the contract if the contract exceeds \$50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

**A Payment Bond (Bond for Labor & Materials) shall be required.** Pursuant to statute, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, then said successful bidder shall execute a payment bond in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, for the use of each such claimant.

**No Bond shall be required in the event that the resulting contract or purchase order does not exceed \$25,000.00.**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

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

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** Summary to be provided in Executive Session.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to Hays County's architectural services contract with PBS&J.

Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** COBB

**SPONSORED BY:** COBB

**SUMMARY:** Summary to be provided in Executive Session.



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of various real properties owned by Hays County. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** March 29, 2011

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** JONES/COBB

**SPONSORED BY:** JONES/COBB

**SUMMARY:** Summary to be provided in Executive Session.

