

**Commissioners Court -January 24, 2012  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **24<sup>th</sup> day of January, 2012**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER  
INVOCATION**

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

**PRESENTATIONS & PROCLAMATIONS**

1	3-12	Presentation regarding the Regional Capital Public Defender Program. <b>COBB</b>
2	13-14	Proclamation recognizing January 22 <sup>nd</sup> - 28 <sup>th</sup> as San Marcos Toastmasters Week. <b>CONLEY</b>

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

3	15	Approve payments of county invoices. <b>HERZOG</b>
4	16-23	Approve Commissioners Court Minutes of January 17, 2012. <b>COBB/GONZALEZ</b>
5	24	Approve the re-appointment of Walt Graner to ESD #1 Board of Commissioners retroactive to January 1, 2012 for a two year term ending December 31, 2013. <b>WHISENANT</b>
6	25-27	Approve adding Laura Nava of the Treasurer's Office to the list of authorized representatives for the Texas Local Government Investment Pool (TexPool). <b>COBB/TUTTLE</b>
7	28-31	Authorize the County Judge to accept a grant from the Texas Indigent Defense Commission in the estimated amount of \$72,029.00. <b>COBB/HAUFF</b>
8	32-34	Amend the Budget of Justice Court Technology Fund for Continuing Education from Equipment. <b>CONLEY/CABLE</b>

**ACTION ITEMS**

**SUBDIVISIONS**

9	35-39	12-3-3 Mustang Valley Section 5 (16 lots); Consider approval of final plat and accept fiscal surety in the amount of \$345,784.91 for street and drainage improvements. <b>CONLEY/MCINNIS</b>
10	40-60	8-4-47 Constellation Subdivision (14 lots). Consider variance from Hays County Road Standards; discussion and possible action to approve final plat. <b>WHISENANT/GARZA</b>

**MISCELLANEOUS**

11	61	Discussion and possible action to appoint Reserve Deputy John Shellhorn to an unpaid position in the Constable Precinct 3 office. <b>CONLEY/AYRES</b>
12	62-88	Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Dannenbaum Professional Service Agreement in accordance with Supplemental No. 1 to Work Authorization No. 1 design fee for necessary additional services on the RM 967 at Ruby Ranch Road project in Precinct 2. <b>JONES</b>
13	89	Discussion and possible action to authorize an Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 1205 Roland Lane, Kyle, Texas. <b>WHISENANT/GARZA</b>

14	90-94	Discussion and possible action regarding the transition to the LCRA OpenSky 900 MHz digital system. <b>COBB/TURNER</b>
15	95-108	Discussion and possible action to consider contributing an amount not to exceed \$5,865 towards the purchase of air quality monitoring equipment in San Marcos, Texas as part of the regional air quality program at the Capital Area Council of Governments (CAPCOG). <b>WHISENANT</b>
16	109	Discussion and possible action to authorize Mark Kennedy, Legal Counsel, to select and retain outside counsel to provide legal services related to County Bond issues. <b>COBB/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.

17	110	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: discussion of issues related to a right of way acquisition of parcels on FM 1626. Possible action may follow in open court. <b>JONES</b>
18	111	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</b>
19	112	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Stellar Plastics, Inc. Possible action may follow in open Court. <b>INGALSBE</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.

20	Discussion and possible action related to the burn ban and/or disaster declaration. <b>COBB/CHAMBERS</b>
21	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. <b>INGALSBE</b>
22	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>
23	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. <b>WHISENANT</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20<sup>th</sup> day of January, 2012

**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 regarding the Regional Capital Public Defender Program.

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

**PREFERRED MEETING DATE REQUESTED:** 1/24/12

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Cobb

Representatives from the Regional Public Defenders Office for Capital Cases will give a presentation on a program that provides representation for individuals accused of capital crimes. Attached is an article from a TAC publication that outlines the program and a sample interlocal agreement that is used for participation in the program.



# Insurance

Regional Capital Public Defender's Office implements innovative approaches to give counties budget predictability

By Maria Sprow

July 22 was like no other day had been in the last 20 years in Crane County, a small county in West Texas with fewer than 4,000 residents. Sheriff's deputies had responded to a 911 call at 6:35 p.m. from a local resident – reportedly a father of two children – who told dispatchers that a man was holding a knife to his chest. By the time deputies were able to get to the home, the man had been stabbed and the suspect had fled. The victim died at the local hospital less than four hours later.

Deputies searched the area and spotted the suspect – a 42-year old Colorado man named Gillie Thomas Thurby Jr. – driving a truck. Thurby rammed the truck into a patrol vehicle before taking off on a high-speed chase that began north on Highway 385 then headed back down south through the small town. The chase continued along into Upton County, which is east of Crane, and somehow ended in Pecos County, southwest of Crane, when the suspect drove his vehicle into a pasture and ran away. He was found hours later – by then it was afternoon on July 23 – in the small town of Iraan, in the attic of a warehouse. Thurby claimed during questioning that he had planted bombs around Crane, but those threats were unsubstantiated.

Thurby was eventually charged with capital murder, aggravated assault on a public servant, aggravated assault with a deadly weapon and assault.

Crane County Judge John Farmer said it had been 20 years since somebody had been charged with capital murder in his county. "This guy wasn't even a local guy," Farmer said. "He just shows up here."

The incident means that the county must pay for Thurby's prosecution, as well as his defense. Area attorneys had previously told the judge the price tag for defense in a capital murder case could send the county into debt. They estimated such a case could cost up to a million dollars, since attorneys would have to come in from out-of-town. "None of them or anybody on the court could ever remember having a capital murder case," Farmer said. "That's a million dollars we don't have. We would have had to borrow some money."

But through some supreme fortune, the county had just signed on to a new pilot program, a regional capital public defender's office started through a Task Force for Indigent Defense grant that plugs itself as a type of capital murder insurance for counties. That office is overseeing Thurby's defense, and the cost for attorney and defense investigation fees to Crane County will be dues paid to the office, somewhere around \$4,000 a year.

## **'An unparalleled level of cooperation'**

The West Texas Regional Capital Public Defender Office started taking cases in January, after several years of discussion and planning between the Task Force on Indigent Defense and other stakeholders, including Lubbock County officials, the region's attorneys and district judges, as well as the 85 eligible county commissioners courts. "This is exceptional and represents an unparalleled level of cooperation among local governments," said Jim Bethke, executive director of the Task Force on Indigent Defense. "What makes this amazing is that it was spearheaded by one county and two regional presiding judges."

## Murder Insurance

A selection committee chose Lubbock-based attorney Jack Stoffregen to serve as the chief public defender; his staff includes four attorneys, three mitigation specialists, a facts investigator and two legal assistants. Two of the attorneys work in satellite offices, one in Midland and the other in Amarillo.

The idea of creating a regional capital public defender office generated immediate support from both sides of the political line, for several reasons: lack of qualified attorneys, political ideologies and cost-effectiveness.

While there are many qualified attorneys around the state to handle misdemeanor and felony cases, capital defense cases require additional expertise and experience. Many areas, especially rural counties, have few attorneys to choose from when assigning counsel in capital cases. The areas covered by the regional capital defender office – which encompasses the Seventh and Ninth Administrative Judicial Regions – only had a total of 14 qualified lead counsel attorneys. (The problem is not as glaring in other judicial regions, though it's still present: the 22 counties in the Fourth Administrative Judicial Region only have 29 qualified lead attorneys, almost all of whom are based out of San Antonio, while the 26 counties in the Third Administrative Judicial Region have 15 qualified lead attorneys, most based out of Austin.) Politically, supporters felt that Texas would be able to better defend its executions and death penalty position if capital murder defendants are guaranteed a top-notch defense. However, capital defense cases take so much time and energy that private attorneys may struggle with the responsibilities, and with the necessary teamwork involved in working with assistant defense attorneys and mitigation specialists. So starting a fully-funded office in which qualified attorneys could focus entirely on capital defense cases seemed like a good way to ensure that the state's most controversial suspected criminals receive a fair defense.

The most obvious benefit for counties was financial: it's impossible to predict when a violent crime will hit a rural area, and how much finding justice for such a crime will cost. The office gives commissioners courts some level of budget stability, no matter what heinous crime occurs.

Lubbock County and other stakeholders in the office created a cost-share formula to ensure that membership to the office would be fair and cost-effective for all counties. The formula takes into account a county's population, the average number of capital cases filed during a 10-year period, and the office's overall budget needs.

Due to Task Force for Indigent Defense grant funding, counties that signed the interlocal agreement to join the office paid nothing for the first year, and are expected to only pay a portion of their dues for the next three years. By 2012, however, counties will be paying the full formula amount.

Lubbock County will be spending the most in annual dues paid to the office, with an eventual contribution of around \$145,000. David Slayton, Lubbock's court administrator who was a key player in creating and promoting the office, said the average capital case costs \$50,000 if it's plead out and never goes to trial; the average capital case that goes to trial costs between \$100,000 and \$500,000. Already the county has had three cases assigned to the regional office, so the insurance has been a wise investment. Smaller counties get even better odds: Deaf Smith County, which has fewer than 19,000 people, will eventually pay the office around \$6,000 annually. At that rate, if it had one capital murder trial every 50 years, the investment would pay off, assuming the office continued to operate as-is; \$300,000 for defense costs is still a good deal. But commissioners don't have to wonder if they made a good decision: after deciding it would join, but before turning in the paperwork, the county was rocked by news that a 17-month-old toddler had been killed. Prosecutors charged a local resident with capital murder, and the regional office took the case.

"We simply thought it was the prudent thing to do," Deaf Smith County Judge Tom Simons said about the commissioners' decision to join the office. "Whether we had used it or not, I still think it's good insurance."

The office does have its limitations. It cannot cover all costs associated with capital defense. It's possible that a capital murder case could involve more than one defendant, in which case the regional office could only serve as counsel for the main defendant. Other defendants would have to be assigned to qualified private attorneys. And, certain medical evaluations or tests requested by the office would have to be funded by the county. The office also cannot handle appeals.

Initial surveys indicated that most county officials agreed with the Deaf Smith commissioners' court; those close to the project said they expected or hoped for a 100 percent participation level. "We never really experienced any real resistance to it, which was kind of shocking," Slayton said. "Nobody provided any roadblocks to it. We've always had support from district attorneys and judges." But ultimately, despite Herculean efforts by stakeholders, 16 of the 85 eligible counties chose not to join the office, as of Aug. 27. All 16 of those counties have populations under 25,000. Officials said penny-pinching and long track records of not having a death penalty case arise kept them from signing the necessary interlocal agreements. Across the state, more than 450 capital cases have been filed in each of the last three years. Urban counties – Bexar, Collin, Dallas, Tarrant – do account for most of the load, but a Jackson County jury sentenced Kersean Ramey to death last year for murdering three people during a home robbery in 2005. The small county, with a population of less than 15,000 people, must also pay for prosecution and defense costs related to Ramey's co-defendant, who will be tried this year. None of the counties that chose not to participate in the regional office currently have an inmate on death row. Department of Criminal Justice records dating back to 1976 show only Jones and Wilbarger counties as having any recent history with death row. All three of those convicted inmates have been executed. Records dating back to 1923 show that 11 of the non-participating counties have not executed a defendant.

"We have not had a capital murder case here since the mid-60s and we just didn't think we could afford to with our budget," said Hansford County Judge Benny Wilson, adding that the commissioners court is scrounging for every dollar and hedging their bets on trends not changing. "We have a population less than 6,000. We just don't have that many people, and I guess the ones we have, they are all getting along right now."

### 'The cutting-edge of capital litigation'

As with any pilot program, the office will have to prove itself in its first few years. But stakeholders say they have no doubts it will do so, especially under the leadership of Stoffregen, who has 30 years of legal experience under his belt. "Jack has a lot of respect from around the region, from judges, prosecutors, the defense bar," Slayton said.

Stoffregen and his team have already dispelled of two cases – one from Hale County, in which the defendant plead guilty to capital murder and received life without parole, and the other from Lubbock, in which the defendant plead guilty to murder and received seven

years imprisonment. As of August, nine more cases – from Taylor, Tom Green, Crane, Lubbock, Deaf Smith, Randall and Potter counties – have been assigned to the office and are currently going through the system; the death penalty has been removed as a possible sentence in four of those cases.

"It was a chance to start something new and be on the cutting edge of capital litigation, to try some things that I always wished I could try when I was in private practice, but it was either cost prohibitive or the time to do it wasn't there," Stoffregen said about his decision to give up private practice in order to become the state's first regional capital public defender. "We're trying to set up some programs through the office that we'd never be able to do in private practice, like volunteer programs."

The staff focuses on ensuring that defendants get the best-quality defense team possible.

"Usually the same day we are appointed, we have one person and sometimes two or three who are able to go and see the client," Stoffregen said.

Cases are divided up between the attorneys based on caseload and geography, but traveling still takes up a large chunk of the office's budget, especially since the staff made a decision to see all clients in person. Originally, the office had intended to buy video conferencing equipment, but decided face-to-face time was more advantageous.

"Our travel is just incredible. Our time with our client, especially with the mitigators, their job is to develop a personal relationship with the client, and that has to be done face-to-face. We had anticipated that we would purchase some video equipment so that we could communicate with the attorney in Midland and Amarillo, but as an office we decided that no one wanted it. No one thought that we would use it. There's not an attorney here in the office that would have felt comfortable discussing the facts of a case over video."

Stoffregen and his staff have formed several unique partnerships, particularly with Texas Tech University. The office utilizes three law school students as unpaid "externs," and the two entities will partner to form a new capital defense clinical course to train more law students in capital defense. In addition, the office is working with a university linguist who is researching attorney-jury communication, and a management specialist visits the team almost weekly to discuss teamwork and goals.

Office personnel are also ironing out answers to difficult operational questions: what to do if a defendant is originally charged with capital murder, but those charges are later reduced; should local counsel be appointed to defendants until filing decisions have been made; what will happen if the office ever reaches its maximum caseload.

Bethke, from the Task Force on Indigent Defense, said it's unlikely the office will ever reach its maximum caseload capacity. The office has five attorneys, and according to the grant requirements, each attorney's capacity is five cases at a time, or 25 total. "If the office were to reach that caseload, it would have to refuse to accept another appointment until it had sufficient resources and staff to adequately handle the case," he said.

The office's supporters are hopeful that they will eventually have 100 percent participation. While all counties in the area did receive information about the office prior to the membership deadline, office staff were not able to make presentations at all commissioners court meetings, as hoped. "If you try to go to 85 different commissioners court meetings, we didn't think about the fact that commissioners courts all meet on the same day," Slayton admitted. As of late August, stakeholders were still determining when nonparticipating counties who decide they want to join the office will again be allowed to enroll. "Even though they said no, we're not giving up on them. I think every region in the county that would look at this office would find it very beneficial to them," Slayton added.

## **Legal Thriller**

### **Public Defender Office Utilizes Storytelling Management Technique**

Anytime a group of people work together toward the same goal, it's important to be on the same page.

Hans Hansen, an assistant professor with Texas Tech's Rawls College of Business Management Department, believes teams may function more efficiently if they take the metaphor more literally: Instead of merely being on the same page, write the same page. Hansen studies and promotes what he calls a "narrative"-based management approach: instead of working as part of a hierarchy, team members are instructed to work together as part of a story. They decide what they want to accomplish, then determine what needs to be done, by who, when, and how, and then set those motions into play, much like an author writing a book will outline plot points for different characters.

That's the approach being taken by staff of the new West Texas Regional Capital Public Defender's Office. The staff includes five attorneys, three mitigation specialists, a facts investigator and two legal assistants.

Hansen first offered to volunteer his management expertise and theory to the office because of its unique design and purpose, and the office wanted input in team building. "This is the first team of its type, it's not been done anywhere where you have a permanent defense team that handles capital cases," Hansen said. "It provides a better defense if the attorneys and mitigators and staff members all work together from the get-go."

Narrative theory, Hansen said, may be different from the approach that most management teams take, but it's not complicated to understand because it's generally the strategic way people go about living their personal lives and working in their personal relationships, if unknowingly. "It's a different way of thinking, so it's a different way of working," Hansen said. "If you all kind of create a story together, everyone has a place." Trial lawyers are already familiar with the art of storytelling; the team just had to practice team storytelling. "You could think of a trial as a kind of competition between compelling stories, so it's about who can tell the most compelling stories," he added.

Staff and law school students volunteering with the office meet weekly to discuss cases, and Hansen helps the team look at each case as a narrative. What do they want to happen, in the end? How will that happen? Who will the characters be? What will the district judge and district attorney do in this instance, or that one? How will the media react? "It gets everybody that's on the team on the same page, and we know what to expect from other team members," said Jack Stoffregen, the office's chief public investigator. "We are able to find some things that I promise would never have been found," he added. "We are able to anticipate what other team members are doing,

better than I ever could with (capital defense) teams when I was in private practice.

"It's been a great aid and an eye-opener to all of us."

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## **INTERLOCAL AGREEMENT**

This interlocal agreement (the "Agreement") is made by and between **LUBBOCK COUNTY, TEXAS** ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and **HAYS COUNTY, TEXAS** ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

### **RECITALS**

**WHEREAS**, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

**WHEREAS**, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

**NOW, THEREFORE**, the Parties agree as follows:

### **ARTICLE I** **PROGRAM**

- 1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "PD"), funded by the Task Force on Indigent Defense Multi-Year Discretionary Grant Program Funds (the "Task Force"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

The Task Force will provide funding to hire staff for the PD offices operating in the 2<sup>nd</sup> 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions, as well as start-up costs, during Fiscal Year 2012 (October 1, 2011-September 30, 2012). It is anticipated that expansion will continue to occur into the 1<sup>st</sup> and 8<sup>th</sup> Administrative Judicial Regions in Fiscal Year 2013.

Pursuant to continued funding thereafter, the Task Force is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100%, Year 2 of Region's inclusion – 100%, Year 3 of Region's inclusion – 80%, Year 4 of Region's inclusion – 60%, Year 5 of Region's inclusion – 40%, Year 6 of Region's inclusion – 0%). It is possible that the Task Force may consider additional funding mechanisms



during Fiscal Years 2012 through 2017; however, the funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute, during Year 1 of inclusion - 0%, Year 2 of inclusion - 30%, Year 3 of inclusion - 40%, Year 4 of inclusion - 60%, Year 5 of inclusion - 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county (50%) and the average number of capital murder cases filed over the past ten years (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The Oversight Board of the PD will develop a plan to share costs among the counties beyond the grant period; however, the PD's obligation to perform after the grant period is contingent upon receipt of continued funding.

- 1.02 **Judges Authorized to Appoint PD.** The District Courts in the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Region may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 **Duties and Responsibilities of the PD.** The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- 1.04 **Program Analysis.** At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis,

including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.

- 1.06 **Additional Experts.** PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 **Fact Investigators and Mitigation Specialists.** The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 **No other Costs Incurred.** Neither the Task Force nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

## **ARTICLE II** **OTHER TERMS AND CONDITIONS**

- 2.01 **Notice and Addresses.** Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

**If to LUBBOCK COUNTY:**

Honorable Tom V. Head  
County Judge  
Lubbock County  
PO Box 10536  
Lubbock, Texas 79408

**And:**

Jack Stoffregen  
Chief Public Defender  
Regional Public Defender for Capital Cases  
PO Box 10536  
Lubbock, Texas 79408

**If to PARTICIPANT:**

Honorable Bert Cobb, M.D.  
County Judge  
Hays County  
111 E. San Antonio Street Suite 300  
San Marcos, Texas 78666

- 2.02 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.09 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.
- (b) **Involuntary Withdrawal.** PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT.

PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

COUNTY OF LUBBOCK

COUNTY OF HAYS

\_\_\_\_\_  
Honorable Thomas V. Head  
County Judge

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Honorable Kelly Pinion  
Lubbock County Clerk

\_\_\_\_\_  
Honorable Liz Gonzalez  
Hays County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jack Stoffregen  
Chief Public Defender  
Regional Public Defender  
for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

\_\_\_\_\_  
Civil Division Chief  
Criminal District Attorney's Office  
Lubbock County

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Proclamation recognizing January 22<sup>nd</sup> – January 28<sup>th</sup> as San Marcos Toastmasters Week.**

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

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY : Aart Millecum**

**SPONSORED BY: Conley**

**SUMMARY:**

**Please see attached Proclamation for details.**



**A Proclamation of the Hays County Commissioners Court  
Proclaiming the week of January 22<sup>nd</sup> - January 28<sup>th</sup> as San Marcos Toastmaster Week**

**WHEREAS**, The San Marcos Toastmaster Club has been working on its mission to hone the speaking and leadership skills of its members in a no pressure atmosphere since December 1991; and,

**WHEREAS**, The organization will be celebrating its one thousandth (1,000) meeting in San Marcos and the 20<sup>th</sup> year of service in Hays County; and,

**WHEREAS**, The meetings depict a learn-by-doing workshop environment. Members are evaluated on their speaking presentations by their fellow members and this feedback process is a key part of the program's success; and,

**WHEREAS**, Meeting participants give impromptu talks on assigned topics, conduct meeting and development skills related to time keeping, grammar and parliamentary procedures; and,

**WHEREAS**, Members learn communication skills through the use of the Competent Communication Manual; a series of 10 self - paced speaking assignments designed to instill a basic foundation in public speaking.

**NOW, THEREFORE, BE IT RESOLVED THAT** Hays County Commissioners' Court does recognize that hundreds of Hays County citizens have participated in the Toastmaster program and that these skills have assisted individuals in obtaining employment and career promotions while enhancing communication and personal relationship skills; and, hereby proclaims the week of January 22<sup>nd</sup> through January 28<sup>th</sup> as:

**San Marcos Toastmaster Week**

And calls upon citizens of Hays County to support and participate and join in this worthwhile organization that provides an essential service to individuals to increase self confidence, become a better speaker, become a better listener, be a better leader and communicate more effectively.

**ADOPTED THIS THE 24th DAY OF January, 2012**

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

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Mark Jones**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Will Conley**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Ray Whisenant**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Liz 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: Approve payment of County invoices.**

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

**PREFERRED MEETING DATE REQUESTED: 1/24/12**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF JANUARY 17, 2012.**

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

**PREFERRED MEETING DATE REQUESTED: JANUARY 24, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**





STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17<sup>TH</sup> DAY OF JANUARY A.D., 2012, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR  
DEBBIE GONZALES INGALSBE  
MARK JONES  
WILL CONLEY  
ROSE ROBINSON

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
DEPUTY COUNTY CLERK

WITH COMMISSIONER PCT. 4 RAY O. WHISENANT, JR. ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Robin Steele from Promise Land gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

**27808      ADOPT A PROCLAMATION DECLARING JANUARY 16, 2012 AS DR. MARTIN LUTHER KING, JR. DAY**

Rose Brooks thank the court and accepted the Proclamation. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to adopt a proclamation declaring January 16, 2012 as Dr. Martin Luther King, Jr. Day. All present voting "Aye". MOTION PASSED

**27809      APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$ 3,371,532.47 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

**27810      APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 10, 2012**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of January 10, 2012 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

**27811      ACCEPT THE INDEPENDENT AUDITOR'S REPORT FOR NORTH HAYS COUNTY ESD #1**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Independent Auditor's Report for North Hays County ESD #1. All present voting "Aye". MOTION PASSED

**27812      APPROVE THE RE-APPOINTMENT OF CARL SCUDDER AND CHUCK WARE TO THE HAYS COUNTY ESD #4 BOARD FOR TWO YEAR TERMS BEGINNING JANUARY 2012**

Both terms will expire at the end of January 2012. Carl Scudder and Chuck Ware and both wish to continue their service with this board. Both regularly attend the meetings and are valuable components of the ESD#4. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the re-appointment of Carl Scudder and Chuck Ware to the Hays County ESD #4 board for two year terms beginning January 2012. All present voting "Aye". MOTION PASSED

**27813      AMEND THE COUNTY WIDE OPERATING BUDGET FOR LAND DONATION RELATED TO THE JACOBS WELL PROJECT**

On November 1, 2011 Commissioners Court accepted a land donation from Wimberley Springs Partners related to the Jacobs Well project. The land value had not been determined at that time. Amount required \$29,200-Countywide Operations; Misc Capital Improv. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the County Wide Operating budget for land donation related to the Jacobs Well project. All present voting "Aye". MOTION PASSED



**27814 AMEND THE LCRA OPERATING BUDGET RELATED TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AGREEMENT**

On December 21, 2011, Commissioners Court authorized an Interlocal Agreement for startup cost associated with the West Travis County Public Utility Agency. Funds will be reimbursed from the revenue generated by the PUA as they obtain independent funding sufficient to cover these costs. Amount required \$135,000 – Increased Misc. Revenue 171-691-00.4630 (135,000) Increase Operating Expense 171-691-00.5301 – 135,000. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the LCRA Operating budget related to the West Travis County Public Utility Agency Agreement. All present voting “Aye”. MOTION PASSED

**27815 AUTHORIZE THE COUNTY JUDGE TO SUBMIT AN EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT, TEXAS DEPARTMENT OF PUBLIC SAFETY FOR UP TO \$36,005.00**

Emergency Management has been receiving this grant since 2002. Grant funds are used to pay a portion of the salary and benefits for the County's Emergency Management Coordinator. The Grant period is October 1, 2011 through September 30, 2012. No match is required. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to submit an Emergency Management Performance Grant (EMPG) application to the Texas Division of Emergency Management, Texas Department of Public Safety for up to \$36,005.00. All present voting “Aye”. MOTION PASSED

**27816 ACCEPT THE RACIAL PROFILING REPORT FROM CONSTABLE PRECINCT 2**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Racial Profiling Report from Constable Precinct 2. All present voting “Aye”. MOTION PASSED

**27817 AMEND THE BUDGET OF CONSTABLE PRECINCT 3 FOR MEMBERSHIP FEES FROM CONTINUING EDUCATION**

Constable mistakenly budgeted TCLDDS payment as continuing ed; it is actually a renewal (subscription) cost to be paid from dues line. Constable Ayers wishes to transfer expense. Amount required \$295 to 001-637-00.5301 Dues & Bonds from 001-637-00.5551 Continuing Ed. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Budget of Constable Precinct 3 for Membership Fees from Continuing Education. All present voting “Aye”. MOTION PASSED

**27818 AMEND THE SHERIFF'S OFFICE BUDGET TO PURCHASE A REPLACEMENT MONITOR FOR COMMUNICATIONS**

The Sheriff's Office needs to replace a 911 Console Monitor. The funds have been identified in the Sheriff's Office budget. Amount required \$1,211.00 - 001-618-00.5211 (\$1,211.00) 001-618-00.5711\_400 \$1,211.00. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the Sheriff's Office budget to purchase a replacement monitor for Communications. All present voting “Aye”. MOTION PASSED

**27819 AMEND SHERIFF'S OFFICE BUDGET TO PURCHASE A REPLACEMENT AIR CONDITIONER FOR THE 911 SERVER ROOM**

The Sheriff's Office would like to purchase a replacement AC for the 911 server room. The current AC is not efficient in cooling the room due to the addition of the UPS System. The current inter-local agreement with CAPCOG states that the temperature in the room has to remain at certain temp and it currently is not. The funds have been identified in the Sheriff's Office budget. Amount required \$ 600.00- 001-618-00.5713\_400 (\$600.00) 001-618-00.5719\_400 \$600.00. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend Sheriff's Office budget to purchase a replacement air conditioner for the 911 Server Room. All present voting “Aye”. MOTION PASSED



**27820            APPROVE RECOMMENDATION FOR AWARD OF IFB #2012-B01 LEISUREWOODS CHANNEL B DRAINAGE IMPROVEMENTS TO DALE LOWDEN EXCAVATING INC**

Purchasing received 9 bids for this project (1) East Valley Golf, Ltd dba Revegetation Services (2) ERS, Inc. (3) WPM, Inc (4) Aaron Concrete Contractors, LP (5) Myers Concrete Construction, LP (6) Kiva, Inc (7) Austin Engineering Co, Inc. (8) Dale Lowden Excavating, Inc (9) Beck-Reit and Sons, Ltd with Dale Lowden Excavating Inc. a local firm based in Kyle, Texas, providing the lowest best bid in the amount of \$295,395.50. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve recommendation for award of IFB #2012-B01 Leisurewoods Channel B Drainage Improvements to Dale Lowden Excavating Inc. All present voting "Aye". MOTION PASSED**

**27821            AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LETTER AMENDMENT TO THE PURCHASE AND SALE AGREEMENT BETWEEN HAYS COUNTY AND PATRICIA RENO-DAVIS TO RECOGNIZE SELLER'S INTENTION TO PERFORM A 1031 EXCHANGE**

The seller of the property for the future Precinct 2 facility has requested that Hays County recognize Seller's intention to perform a 1031 Exchange. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a letter amendment to the Purchase and Sale Agreement between Hays County and Patricia Reno-Davis to recognize Seller's intention to perform a 1031 Exchange. All present voting "Aye". MOTION PASSED**

**27822            CALL FOR A PUBLIC HEARING ON JANUARY 31, 2012 TO ESTABLISH TRAFFIC REGULATIONS ON FOSTER PLACE (CR 125)**

Jerry Borcharding Transportation Director spoke of this is to establish a speed limit of 25 MPH on Foster Place (CR125), between Mathias Lane and Goforth Rd. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to hold a public hearing on January 31, 2012 to establish traffic regulations on Foster Place (CR 125). All present voting "Aye". MOTION PASSED**

**27823            REVISED PLAT OF A PORTION OF LOT 7 AND A PORTION OF LOT 8 TRIPLE "R" RANCHETTES [11 2 42 - 1 LOT] HOLD PUBLIC HEARING; APPROVE FINAL PLAT**

Judge Cobb opened the public hearing. Kathryn Martinez made a public comment. Public hearing was closed. Clint Garza Director of Development Services spoke of the Triple "R" Ranchettes subdivision was approved and recorded in 1978. It consisted of 15 lots each over 10 acres in size. Resubdivisions and conveyances by metes and bounds have increased the number of total taxable parcels to 45. The owner of portions of Lot 7 and Lot 8 would like to plat his 11.45 acres to get it into compliance with all Hays County regulations so a development permit may be used for his homestead. The property owner attempted to have neighbors join in on this replat so all portions of those two lots would be in compliance with Hays County Regulations but was unsuccessful in getting participation. Lot 7A will be served by an individual OSSF and public water supply. The division is in the City of Austin's ETJ, however the acreage (>5Ac.) is exempt from City authority. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve revised plat of a portion of Lot 7 and a portion of Lot 8 Triple "R" Ranchettes. All present voting "Aye". MOTION PASSED**

**27824            TIGER CREEK SUBDIVISION [11 3 45 - 1 LOT] APPROVE FINAL PLAT**

Joyce McGlothlin spoke. Clint Garza Director of Development Services spoke. The Tiger Creek Subdivision is a proposed 1 lot subdivision located off of 2325 northwest of Ledgerrock Subdivision in Precinct 3. The proposed division is 3.350 acres in size and the parcel, previously divided by metes and bounds, will be in compliance with state and local plat regulations. The lot will be served by individual private well and individual OSSF. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve the final plat of Tiger Creek Subdivision. All present voting "Aye". MOTION PASSED**

**County Clerk's Note Item # 18: 08-4-47 Constellation Subdivision (14 Lots). Consider variance from Hays County Road standards; discussion and possible action to approve final plat-was pulled**



JANUARY 17, 2012

\*\*\*\*\*

VOLUME U PG 769

**27825 BRIDGEPORT BUDA SUBDIVISION [11-2-41-3 LOTS] APPROVE FINAL PLAT**

The Bridgeport Buda Subdivision is a proposed 3 lot subdivision located off of Robert S. Light Blvd. in Precinct 2. The proposed division is 22.48 acres in size and will result in 3 new commercial lots. The site is in the City of Buda's ETJ and has been through their approval process. Each lot will be served by public water and individual private on-site sewage facilities. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve final plat of Bridgeport Buda Subdivision. All present voting "Aye". MOTION PASSED

**27826 AUTHORIZE THE SHERIFF TO PURCHASE MULTI-PACKAGE COBAN LAPTOPS/IN-CAR VIDEO CAMERA SYSTEMS WITH DELL WIRELESS ACCESS POINTS FOR SUB STATIONS INSTEAD OF THE APPROVED ITRONIX LAPTOPS AND CAMERA'S, ACCEPT A DONATION OF ONE (1) MULTI-PACKAGE COBAN LAPTOP/IN-CAR VIDEO CAMERA SYSTEM AND AMEND THE SHERIFF OPERATING AND INFORMATION TECHNOLOGY BUDGETS ACCORDINGLY**

Captain Mike Davenport, Sheriff Gary Cutler with the Sheriff's Office, Jeff McGill Director of Information Technology and Constable Pct 1 David Peterson spoke. For the last several months the Sheriff's Office has conducted a number of different tests and evaluations on mobile video and laptop computer solutions. The Sheriff's Office has found a solution that is much more efficient and considerably less expensive than the current method being used. Funds have been budgeted during the FY 2012. Some of these funds will be re-classed to allow information Technology to purchase all equipment and capture all related expenses appropriately. No additional funds are required. Budget amendment to purchase equipment; Decrease SO Le Eqpt: 001-618-00.5717\_700-(\$36,000) Increase IT Data Supplies 001-680-00.5202- \$3,195, Increase IT Software Lic; 001-680-00.5429- \$500, Increase IT Computer Eqpt 001-680-00.5712\_700 \$32,305. Budget Amendment to accept donation: Increase Other Revenue: 001-000-00.4651 (\$7,850) Increase CW Computer Eqpt: 001-645-00.5712\_700 - \$7,850. A motion was made by Commissioner Conley, seconded by Commissioner Jones to authorize the Sheriff to purchase multi-package Coban Laptops/In-Car Video Camera Systems with Dell Wireless Access points for sub stations instead of the approved Itronix Laptops and Camera's, accept a donation of one (1) multi-package Coban Laptop/In-Car Video Camera System and amend the Sheriff Operating and Information Technology budgets accordingly in the amount of \$96,075.00. All present voting "Aye". MOTION PASSED

**27827 AUTHORIZE THE PAYMENT FOR AN INVOICE OF \$2,231.89 TO SYSCO FOOD SERVICES IN WHICH PURCHASE ORDERS WERE NOT OBTAINED PRIOR TO PURCHASE**

Yvette Johnson of the Sheriff's Office explained the oversight. In accordance with county policy, a purchase order must be issued on or before the invoice date for invoices total \$300 or more. Therefore, this invoice cannot be paid until it is granted by the court. The Hays County Jail would like approval of payment for an invoice from Sysco Food Services in the amount of \$2,231.89 where a purchase order was not obtained. Amount required \$2,231.89 001-618-03.5232. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the payment for an invoice of \$2,231.89 to Sysco Food Services in which purchase orders were not obtained prior to purchase. All present voting "Aye". MOTION PASSED

**27828 AUTHORIZE PAYMENT FOR INVOICES OF \$949.06 TO BEN E. KEITH, \$2,003.43 TO LABATT FOOD SERVICE AND \$728.57 TO SYSCO IN WHICH PURCHASE ORDERS WERE NOT OBTAINED PRIOR TO PURCHASE**

Susana Cisneros Food Service Manager of the Juvenile Detention Center spoke. In accordance with county policy, a purchase order must be issued on or before the invoice date for invoices total \$300 or more. Therefore, this invoice cannot be paid until it is granted by the court. 070-685-99-017.520: \$210.14, 070-685-99-017.5208: \$35.11, 070-685-99-017.5232; \$3435.81. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize payment for invoices of \$949.06 to Ben E. Keith, \$2,003.43 to Labatt Food Service and \$728.57 to Sysco in which purchase orders were not obtained prior to purchase. All present voting "Aye". MOTION PASSED

**27829 TRANSFER USED COMPUTER EQUIPMENT FROM IT TO THE VETERANS SERVICE OFFICE FOR USE IN THE VETERANS RESOURCE AND TRANSITION CENTER**

Jude Prather Veterans Service Officer spoke of the Hays County Veterans Service Office is attempting to become a "one stop shop" for all the needs of our Hays County Veterans. The office is attempting in to create a Veterans Resource and Transition Center to address those needs. With access to computers and scanners a veteran should have all the tools necessary for any such need. For example job search, resume building, scanning Military Documents, Small Business Development and general online research. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to transfer used computer equipment from IT to the Veterans Service Office for use in the Veterans Resource and Transition Center. All present voting "Aye". MOTION PASSED



**27830      ACCEPT THE ANNUAL RACIAL PROFILING REPORT FROM CONSTABLE  
PRECINCT 1**

Constable Precinct 1 David Peterson spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the annual Racial Profiling Report from Constable Precinct 1. All voting "Aye". MOTION PASSED

**27831      AUTHORIZE AN INSTITUTIONAL OSSF PERMIT AND GRANT A VARIANCE TO  
SECTION 10-M(B) OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE  
FACILITIES AT 180 HENLY LOOP, HENLY, TEXAS**

Clint Garza Development Services Director spoke. Mark Springfield is proposing an OSSF to serve an office/air conditioning shop at 180 Henly Loop Precinct 4. This property is 1.36 acres. Water will be supplied by rainwater collection. This OSSF is a standard system in which the effluent will be pumped to the disposal area. The system is designed for a maximum of 100 gpd. The system designer, Stephen Jetton, R.S is requesting a variance to Section 10-M(B) of the Hays County rules for on-site facilities which requires flow equalization. His justification is that the type of business will not have surges in wastewater flow which would upset the treatment process and the treatment system is oversized by 25%. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize an Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 180 Henly Loop, Henly, Texas. All voting "Aye". MOTION PASSED

**27832      APPROVE A RESOLUTION IN SUPPORT OF THE RM 150 REALIGNMENT  
ADVANCE FUNDING AGREEMENT AND AUTHORIZE THE COUNTY JUDGE TO  
EXECUTE SAID AGREEMENT WITH THE TEXAS DEPARTMENT OF  
TRANSPORTATION**

This is part of our road bond program and the agreement outlines the construction and funding responsibilities between TxDot and Hays County. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve a resolution in support of the RM 150 Realignment Advance Funding Agreement and authorize the County Judge to execute said Agreement with the Texas Department of Transportation. All present voting "Aye". MOTION PASSED

**27833      APPROVE A RESOLUTION IN SUPPORT OF CALDWELL COUNTY'S APPLICATION  
TO CAMPO FOR THE PROPOSED EXTENSIONS OF RM 150 AND YARRINGTON  
ROAD FROM SH 21 TO SH 130**

Mike Weaver and Commissioner Ingalsbe have been meeting with representatives of Caldwell County regarding the extensions of RM150 and Yarrington Road from SH 21 to SH130. Caldwell County's Commissioners Court approved this resolution on December 12, 2011. Our counties agree and understand the proposed extensions of RM 150 and Yarrington Road would improve connectivity, mobility and safety of the traveling public from Interstate 35 to SH 130. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve a resolution in support of Caldwell County's application to CAMPO for the proposed extensions of RM 150 and Yarrington Road from SH 21 to SH 130. All present voting "Aye". MOTION PASSED

**27834      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AMENDMENT TO THE  
INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE  
REGARDING IMPROVEMENTS TO RM 150, EAST OF IH-35**

Negotiations between the City of Kyle and Hays County have yielded some modifications to the existing Interlocal Agreement related to improvements on FM 150, excluding IH-35 frontage roads, and would call for the City to participate, pro rata, in project savings or project overages. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an amendment to the Interlocal Agreement between Hays County and the City of Kyle regarding improvements to RM 150, east of IH-35. All present voting "Aye". MOTION PASSED

**County Clerk's Note: Commissioner Whisenant came to meeting at this time.**



**27835      APPROVE INCREASING THE NOT-TO-EXCEED FEE AND COMPENSATION CAP ON THE HNTB PROFESSIONAL SERVICE AGREEMENT IN ACCORDANCE WITH THE WORK AUTHORIZATION NO. 7 DESIGN FEE FOR NECESSARY ADDITIONAL SERVICES ON THE RM12/RM32 PROJECT IN PRECINCT 3**

The RM 12 intersection with RM 32 project was identified as a key project in Precinct 3 as part of the 2008 Priority Road Bond Program. Currently, the project is nearing completion of construction. As project construction has progressed it has become apparent that the addition of safety lighting and a warning beacon at the intersection would significantly enhance the overall safety of the project to the travelling public. The addition of the safety lighting and warning beacon will be issued as a change order to the on-going construction project. In addition, due to PEC expanding the substation near Packsaddle Pass after the project designs had been completed, some additional coordination and modifications to their driveways is required to revise grades permitting service vehicles adequate access to the expanded facility. These services are included in Work Authorization No. 7 for an amount not-to-exceed \$50,185.00. The added services will increase the HNTB fee beyond the Professional Services Agreement fee cap thereby necessitating a supplement to the Agreement to increase the cap to \$2,100,000.00. Funds are available within the 2008 Road Bond Program Budget. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve increasing the not-to-exceed fee and compensation cap on the HNTB Professional Service Agreement in accordance with the Work Authorization No. 7 design fee for necessary additional services on the RM12/RM32 project in Precinct 3 in the amount of \$50,185.00. All voting "Aye". MOTION PASSED**

**27836      RE-APPOINT COMMISSIONER RAY WHISENANT TO THE CAPITOL AREA COUNCIL OF GOVERNMENTS (CAPCOG) CLEAN AIR COALITION (CAC) AND IDENTIFY COMMISSIONER MARK JONES AS THE ALTERNATE**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to re-appoint Commissioner Ray Whisenant to the Capitol Area Council of Governments (CAPCOG) Clean Air Coalition (CAC) and identify Commissioner Mark Jones as the alternate. All voting "Aye". **MOTION PASSED**

**27837      EXTEND AND ADD SCOPE TO THE CURRENT CONSULTING CONTRACT WITH MICHAEL AULICK & ASSOCIATES AND AMEND THE BUDGET ACCORDINGLY**

Michael Aulick with Aulick & Associates and Jerry Borchering Transportation Director spoke of the additional Scope of Work (1) Complete necessary TxDot and CAMPO administrative implementation actions for Hays County projects for federal and state funding in 2011. (2) Pursue funding for other transportation projects, including those submitted to CAMPO that was not funded in 2011. (3) Serve as Hays County's representative on the CAMPO Technical Advisory Committee. (4) Attend CAMPO Board and Technical Advisory Committee meetings as warranted in order to advise Hays County on funding opportunities and other matters of importance to Hays County. (5) Review CAMPO and TxDot analysis of roadways affecting Hays County, e.g. SH (SW). (6) Review CAMPO process and analysis produced in preparation for the CAMPO 2040 Plan to be adopted by 2015, including regionally significant roadway designation and air quality improvements plans. (7) Provide technical analysis on programs and ordinances to improve the transportation system in Hays County. (8) Meet with Hays County Commissioners and staff to provide information and advice on CAMPO, TxDot and other transportation matters. (9) Provide other services as directed by the Hays County Transportation Director. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to extend and add scope to the current consulting contract with Michael Aulick & Associates and with the discretion of Jerry Borchering be a representative of Hays County on the Technical Advisory Board for the MPO and amend the budget probably in the amount of \$20,000. All present voting "Aye". MOTION PASSED**

**County Clerk's Note Item # 32: 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 THE MARKETING AND POTENTIAL SALE OF COUNTY OWNED PROPERTIES-was pulled**

**DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION**

Burn Ban will remain lifted.

**County Clerk's Note Item # 34: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER: THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT-was pulled**



**County Clerk's Note Item #35:** DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR-was **pulled**

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

Commissioner Whisenant spoke the Hays County Water and Sewer Authority will meet on January 19, 2012 at 5:00 p.m. at the Hays County Commissioners Court room.

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

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I, **LIZ G. GONZALEZ**, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on January 17, 2012.



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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**Phone (512) 393-2205**

**AGENDA ITEM: Approve the re-appointment of Walt Graner to ESD #1 Board of Commissioners retroactive to January 1, 2012 for a two year term ending December 31, 2013.**

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

**PREFERRED MEETING DATE REQUESTED: 1/24/12**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Whisenant**



## *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: Update TexPool Authorized Representatives**

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

**PREFERRED MEETING DATE REQUESTED: 1/24/12**

**AMOUNT REQUIRED: None**

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

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

**SPONSORED BY: Bert Cobb, Hays County Judge**

**SUMMARY:**

Update the list of authorized representatives in TexPool to add Laura Nava in the Treasurer's Office.



## RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, County of Hays

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Michele Tuttle Title: Hays County Treasurer  
Phone/Fax/Email: 512-393-2236 michele@co,hays,tx,us  
Signature:
2. Name: Britney Richey Title: Assistant Hays County Treasurer  
Phone/Fax/Email: 512-393-2236 britney@co,hays,tx,us  
Signature:

ORIGINALS REQUIRED

TEX -- REP

TexPool Participant Services • Federated Investors Inc  
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • [www.texpool.com](http://www.texpool.com) • 1-866-839-7665

01/11

3. Name: Laura Nava Title: Payroll Manager  
Phone/Fax/Email: 512-393-2236 laura.nava@co.hays.tx.us  
Signature: Laura Nava

4. Name: Bill Herzog / Marisol Alonzo-Villarreal Title: Hays County Auditor / Assistant Auditor  
Phone/Fax/Email: 512-393-2283 bill@co.hays.tx.us / 512-393-2283 marisol.alonzo@co.hays.tx.us  
Signature: Bill Herzog Marisol Alonzo-Villarreal

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Michele Tuttle, Hays County Treasurer

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 24th day January, 20 12.

NAME OF PARTICIPANT: County of Hays

BY: \_\_\_\_\_  
Signature  
Bert Cobb  
Printed Name  
Hays County Judge  
Title

ATTEST: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

**This document supersedes all prior Authorized Representative designations.**

ORIGINALS REQUIRED

TEX – REP

TexPool Participant Services • Federated Investors Inc  
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • [www.texpool.com](http://www.texpool.com) • 1-866-839-7665

01/11

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Authorize the County Judge to accept a grant from the Texas Indigent Defense Commission in the estimated amount of \$72,029.00.**

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

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Hauff**

**SPONSORED BY: Cobb**

**SUMMARY:**

On November 8, 2011 the Commissioners Court authorized submission of a grant application to the Texas Indigent Defense Commission for funding to support the indigent defense system. This is a formula grant available annually to the County to assist in the implementation of the provisions of the Fair Defense Act, and can be used for attorney fees, investigator expenses, and expert witness expenses incurred by the County on criminal indigent cases. The County has been utilizing this grant program for several years.

Notice of the grant award has been received, with an estimated funding amount of \$72,029.00. Under the Resolution submitted with the grant application, the County Judge serves as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application.

**DESCRIPTION OF Item:** Authorize the County Judge to accept a grant from the Texas Indigent Defense Commission in the estimated amount of \$72,029.00.

**PREFERRED MEETING DATE REQUESTED:** January 24, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$ 72,029

**LINE ITEM NUMBER:** 001-00-00.4309

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

**From:** Bryan Wilson [mailto:[Bryan.Wilson@txcourts.gov](mailto:Bryan.Wilson@txcourts.gov)]  
**Sent:** Friday, January 06, 2012 3:08 PM  
**To:** Bert Cobb  
**Subject:** FY2012 Formula Grant Award



Chair:  
The Honorable Sharon Keller  
Presiding Judge, Court of Criminal Appeals

Vice Chair:  
The Honorable Olen Underwood

Ex Officio Members:  
The Honorable Roberto Alonzo  
The Honorable Alfonso Charles  
The Honorable Pete Gallego  
The Honorable Wallace B. Jefferson  
The Honorable Sherry Radack  
The Honorable Jeff Wentworth  
The Honorable John Whitmire

Members Appointed by Governor:  
The Honorable Jon Burrows  
Mr. Knox Fitzpatrick  
Mr. Anthony Odiorne  
The Honorable B. Glen Whitley

Executive Director:  
James D. Bethke

Dear Judge Cobb:

Via EMail: [bert.cobb@co.hays.tx.us](mailto:bert.cobb@co.hays.tx.us)

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a formula grant estimated to be \$72,029. The *Statement of Grant Award FY2012 Formula Grant* is attached. Please have the person designated by your FY12 Formula Grant commissioners' court resolution sign the Statement of Grant Award and return it via scan and e-mail to [bryan.wilson@txcourts.gov](mailto:bryan.wilson@txcourts.gov) or fax to (512) 463-5724. You do not need to mail the original.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I congratulate Hays County for its efforts and achievements in these areas. If you have any questions or need clarification on the information contained in this letter, please call Bryan Wilson, Grants Administrator at the Commission office, toll free in Texas at (866) 499-0656.

Sincerely,  
Sharon Keller  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

**Texas Indigent Defense Commission**  
205 West 14<sup>th</sup> Street, Suite 700 Austin, Texas 78701 [www.txcourts.gov/tidc](http://www.txcourts.gov/tidc)  
Mail: P.O. Box 12066, Austin, TX 78711-2066 Phone: 512.936.6994 Fax: 512.463.5724

Texas Indigent Defense Commission  
Statement of Grant Award  
FY2012 Formula Grant

Grant Number: 212-12-105  
Grantee Name: Hays County  
Program Title: Formula Grant Program  
Grant Period: 10/01/2011-9/30/2012  
Grant Award Amount: The sum of \$5000.00 and 0.624687% of the remaining funds budgeted for FY12 formula grants by the Commission. Based on the initial funds budgeted, this amount is estimated to be **\$72,029**.

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by **February 5, 2012**. The grantee will not receive any grant funds until this notice is executed and returned to the Commission.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 12, 2011, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:

---

Signature of Authorized Official

---

Bert Cobb, M.D., Hays County Judge  
Name & Title (must print or type)

---

Date

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Amend Budget of Justice Court Technology Fund for Continuing Ed. from Equipment**

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

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**Amount Required: \$ 3,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 112-628-00.5551 Continuing Ed.  
from 112-628-00.5712 Computer Eqpt**

**REQUESTED BY: Judge Andy Cable/Auditors Office**

**SPONSORED BY: Conley**

**SUMMARY:**

Justices of Peace wish to send clerks (8) to computer training at Tyler Technology. Costs are able to be paid form their technology fund, but will require amending continuing ed from eqpt.

See budget amendment



**DESCRIPTION OF Item:** Amend Budget of Justice Court Technology Fund for Continuing Ed. from Equipment

**PREFERRED MEETING DATE REQUESTED:** January 24, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$3,000

**LINE ITEM NUMBER:** to 112-628-00.5551 Continuing Ed.  
from 112-628-00.5712 Computer Eqpt

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** See budget amendment.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

FUND NO. 112  
FUND TITLE: JUSTICE COURT TECHNOLOGY FUND

<u>Line Item Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Justice Court Technology (628):</u>				
112-628-00.5551 Continuing Ed.	3,000	3,000		6,000
112-628-00.5712 Computer Eqpt.	151,000		(3,000)	148,000

Transfer for training for Justices of Peace clerks

## *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:**

**12-3-3 Mustang Valley Section 5 (16 lots); Consider approval of final plat and accept fiscal surety in the amount of \$345,784.91 for street and drainage improvements.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Roxie McInnis**

**SPONSORED BY: Precinct 3 Commissioner Will Conley**

#### **SUMMARY:**

**Mustang Valley consists of seventy-nine lots located between Fischer Store Road and FM 2325 in Precinct 3. Section 5 consists of 97.04 acres (16 lots) with an average lot size of 6.065 acres. All lots will be served by private wells and individual on-site sewage facilities at the time of development.**

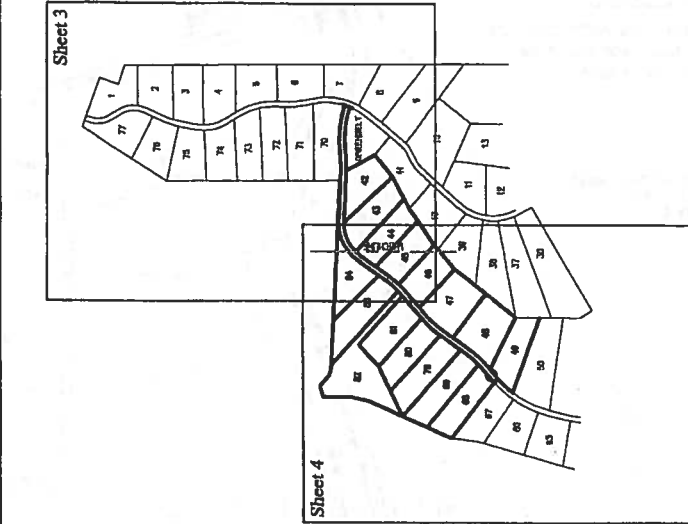
**No portion of this subdivision lies within the boundaries of any municipality's ETJ. Preliminary plan was approved on July 22, 2008.**



# MUSTANG VALLEY - SECTION FIVE

A SUBDIVISION OF 102.47 ACRES OF LAND OUT OF THE JOHN INGRAM SURVEY No. 323, ABSTRACT No. 256, BEING A PORTION OF THAT 465.620 ACRE TRACT RECORDED IN VOLUME 3279, PAGE 462 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.) SITUATED IN HAYS COUNTY, TEXAS

CURVE	RADIUS	DELTA	CHORD	BEARING
C1	770.00	12.51	16.37	S89°23'37"E
C2	770.00	12.51	16.37	N16°23'40"E
C3	770.00	12.51	16.37	S89°23'37"E
C4	770.00	12.51	16.37	N16°23'40"E
C5	770.00	12.51	16.37	S89°23'37"E
C6	770.00	12.51	16.37	N16°23'40"E
C7	770.00	12.51	16.37	S89°23'37"E
C8	770.00	12.51	16.37	N16°23'40"E
C9	770.00	12.51	16.37	S89°23'37"E
C10	770.00	12.51	16.37	N16°23'40"E
C11	770.00	12.51	16.37	S89°23'37"E
C12	770.00	12.51	16.37	N16°23'40"E
C13	770.00	12.51	16.37	S89°23'37"E
C14	770.00	12.51	16.37	N16°23'40"E
C15	770.00	12.51	16.37	S89°23'37"E
C16	770.00	12.51	16.37	N16°23'40"E
C17	770.00	12.51	16.37	S89°23'37"E
C18	770.00	12.51	16.37	N16°23'40"E
C19	770.00	12.51	16.37	S89°23'37"E
C20	770.00	12.51	16.37	N16°23'40"E
C21	770.00	12.51	16.37	S89°23'37"E
C22	770.00	12.51	16.37	N16°23'40"E
C23	770.00	12.51	16.37	S89°23'37"E
C24	770.00	12.51	16.37	N16°23'40"E
C25	770.00	12.51	16.37	S89°23'37"E
C26	770.00	12.51	16.37	N16°23'40"E
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C37	770.00	12.51	16.37	S89°23'37"E
C38	770.00	12.51	16.37	N16°23'40"E
C39	770.00	12.51	16.37	S89°23'37"E
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C46	770.00	12.51	16.37	N16°23'40"E
C47	770.00	12.51	16.37	S89°23'37"E
C48	770.00	12.51	16.37	N16°23'40"E
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C62	770.00	12.51	16.37	N16°23'40"E
C63	770.00	12.51	16.37	S89°23'37"E
C64	770.00	12.51	16.37	N16°23'40"E
C65	770.00	12.51	16.37	S89°23'37"E
C66	770.00	12.51	16.37	N16°23'40"E
C67	770.00	12.51	16.37	S89°23'37"E
C68	770.00	12.51	16.37	N16°23'40"E
C69	770.00	12.51	16.37	S89°23'37"E
C70	770.00	12.51	16.37	N16°23'40"E
C71	770.00	12.51	16.37	S89°23'37"E
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C74	770.00	12.51	16.37	N16°23'40"E
C75	770.00	12.51	16.37	S89°23'37"E
C76	770.00	12.51	16.37	N16°23'40"E
C77	770.00	12.51	16.37	S89°23'37"E
C78	770.00	12.51	16.37	N16°23'40"E
C79	770.00	12.51	16.37	S89°23'37"E
C80	770.00	12.51	16.37	N16°23'40"E
C81	770.00	12.51	16.37	S89°23'37"E
C82	770.00	12.51	16.37	N16°23'40"E
C83	770.00	12.51	16.37	S89°23'37"E
C84	770.00	12.51	16.37	N16°23'40"E
C85	770.00	12.51	16.37	S89°23'37"E
C86	770.00	12.51	16.37	N16°23'40"E
C87	770.00	12.51	16.37	S89°23'37"E
C88	770.00	12.51	16.37	N16°23'40"E
C89	770.00	12.51	16.37	S89°23'37"E
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C91	770.00	12.51	16.37	S89°23'37"E
C92	770.00	12.51	16.37	N16°23'40"E
C93	770.00	12.51	16.37	S89°23'37"E
C94	770.00	12.51	16.37	N16°23'40"E
C95	770.00	12.51	16.37	S89°23'37"E
C96	770.00	12.51	16.37	N16°23'40"E
C97	770.00	12.51	16.37	S89°23'37"E
C98	770.00	12.51	16.37	N16°23'40"E
C99	770.00	12.51	16.37	S89°23'37"E
C100	770.00	12.51	16.37	N16°23'40"E



**MATKINHOVER**  
ENGINEERING  
& SURVEYING

P.O. BOX 44  
SPRING BRIDGE, TEXAS 77781  
OFFICE: (937) 334-1111  
FAX: (937) 334-1111

CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

**MUSTANG VALLEY - SECTION FIVE**  
HAYS COUNTY, TEXAS

**Driftwood Surveying**  
Professional Land Surveyors - Serving the Hill Country  
P.O. Box 378  
Wimberley, TX 78678  
TEL: (512) 847-7722  
www.driftwoodsurveying.com

DATE: 12/06/11  
FIELD CHECKED: ED-00/AS  
DRAWN: CAP/RAP  
CHECKED: RAP  
PROJ. NO: HCT7508  
REVISIONS: DATE  
Page 2 of 4



# MUSTANG VALLEY - SECTION FIVE

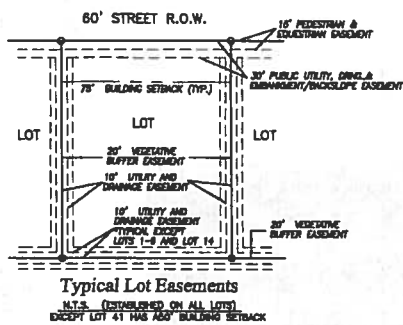
A SUBDIVISION OF 102.47 ACRES OF LAND OUT OF THE JOHN INGRAM SURVEY No. 323, ABSTRACT No. 256, BEING A PORTION OF THAT 465.620 ACRE TRACT RECORDED IN VOLUME 3279, PAGE 462 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SITUATED IN HAYS COUNTY, TEXAS

SALLY TRUE 1991 LIFETIME TRUST  
VOL 949, PG 572  
HCOPR

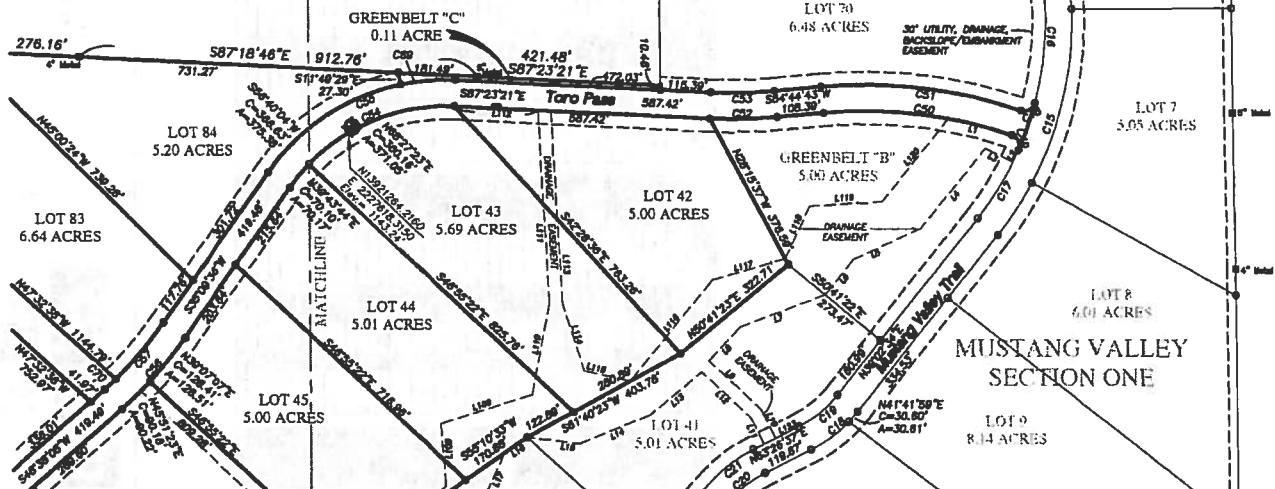


## LEGEND

- -- 1/2" IRON ROD FOUND--UNLESS NOTED
- -- 1/2" IRON ROD SET--DRIFTWOOD SURVEYING
- -- FENCE POST FOUND--UNLESS NOTED



SALLY TRUE 1991 LIFETIME TRUST  
VOL 949, PG 572  
HCOPR



DATE:	12/08/11
FIELD ENGINE:	RC/ES-DG/JH
DRAWN:	CAP/RJP
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PROJ. NO.:	HC17508
REVISIONS:	DATE
Page	3 of 4

**MATKIN HOOVER**  
ENGINEERING & SURVEYING  
P.O. BOX 54  
1 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78009  
OFFICE: 817.249.0600 FAX: 817.249.0299

MUSTANG VALLEY - SECTION FIVE  
HAYS COUNTY, TEXAS

**Driftwood Surveying**  
Professional Land Surveyors - Surveying the Hill Country  
P.O. Box 378  
Wimberley, TX 78676  
TEL: (512) 847-7222 www.driftwoodsurveying.com

## MUSTANG VALLEY - SECTION FIVE

A SUBDIVISION OF 102.47 ACRES OF LAND OUT OF THE JOHN INGRAM SURVEY No. 323, ABSTRACT No. 256, BEING A PORTION OF THAT 485.820 ACRE TRACT RECORDED IN VOLUME 3278, PAGE 462 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SITUATED IN HAYS COUNTY, TEXAS

SALLY TRUE 1991 LIFETIME TRUST  
VOL 949, PG 572  
HCOPR

JAMES L. & DAVID L. PIERCE  
504.13 ACRES  
VOL 1500, PG 452  
HCOPR

JAMES L. & DAVID L. PIERCE  
10.59 ACRES  
VOL 1872, PG 802  
HCOPR

## MUSTANG VALLEY PROPOSED SECTION SIX

## MUSTANG VALLEY SECTION TWO

## MUSTANG VALLEY SECTION FOUR

SCALE 1"=200'

**LEGEND**  
● — 1/2" IRON ROD FOUND—UNLESS NOTED  
○ — 1/2" IRON ROD SET—DRIFTWOOD SURVEYING  
■ — FENCE POST FOUND—UNLESS NOTED  
△ — CALCULATED POINT

DATE:	12/08/11
FIELD CREW:	RC/EG—BG/JH
DRAWN:	CAP/RJP
CHECKED:	RJP
PROJ. NO.:	HCT7508
REVISIONS:	DATE

Page 4 of 4

**MATKINHOOPER**  
ENGINEERING  
& SURVEYING  
P.O. BOX 34  
1 SPENCER ROAD SUITE 100  
BOERNER, TEXAS 78006  
OFFICE: 830.349.0600 FAX: 830.349.0099

CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

## MUSTANG VALLEY - SECTION FIVE HAYS COUNTY, TEXAS

**Driftwood Surveying**  
Professional Land Surveyors - Surveying the Hill Country  
P.O. Box 378  
Winberly, TX 78678  
TEL: (812) 847-7222 www.driftwoodsurveying.com

## *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:**

**8-4-47 Constellation Subdivision (14 lots). Consider variance from Hays County Road Standards; discussion and possible action to approve final plat.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Clint Garza**

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

#### **SUMMARY:**

The Constellation Subdivision is a 14 lot subdivision located off of FM 150 in Precinct 4. Preliminary plan was approved in 2008 and over the last few years, the developer has been working on the roadway and drainage improvements in lieu of submitting fiscal surety. The construction of the street and drainage improvements is now complete with the exception of the width of the rock entrance. Hays County regulations require the entrance be at least 18 feet wide plus shoulders; however, the distance is 18 feet. As this is not in compliance with Hays County regulations, staff was informed that the developer wishes to be granted a variance from these rules. Included in back-up is a copy of the conditions, covenants, and restrictions for the new lots. The language in the CC&R prohibits the transfer of any portion of the roadway to Hays County without the road being brought up to Hays County standards, at the expense of the developer or neighborhood association prior to transfer.

The developer's intent for the property was a sustainable community therefore each lot is plat and deed restricted from drilling individual wells for residential use. The proposed wastewater in the division will be served by individual on-site sewage facilities.





# CONSTELLATION

## A SUBDIVISION IN HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: WE, HECTOR BONILLA AND JENNIFER LEIDICH, OWNERS OF A RECORD 25.86 ACRE TRACT OF LAND, OUT OF THE JESUSA PEREZ SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED JANUARY 23, 2008, AND RECORDED IN VOLUME 3318, PAGE 848, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN ONE-HALF (1/2) INTEREST CONVEYED TO LUIS EDUARDO TEJADO BARCENA, BY DEED DATED FEBRUARY 4, 2008 AND RECORDED IN VOLUME 3325, PAGE 504, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 25.86 ACRES OF LAND TO BE KNOWN AS "CONSTELLATION" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF: HECTOR BONILLA AND JENNIFER LEIDICH  
HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

\_\_\_\_\_  
HECTOR BONILLA  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JENNIFER LEIDICH  
OWNER

\_\_\_\_\_  
DATE

STATE OF TEXAS  
COUNTY OF HAYS

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

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

STATE OF TEXAS  
COUNTY OF HAYS

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

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

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: I, LUIS EDUARDO TEJADO BARCENA, OWNER OF ONE-HALF (1/2) INTEREST IN A RECORD 25.86 ACRE TRACT OF LAND, OUT OF THE JESUSA PEREZ SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED FEBRUARY 4, 2008, AND RECORDED IN VOLUME 3325, PAGE 504, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE MY ONE-HALF (1/2) INTEREST IN 25.86 ACRES OF LAND TO BE KNOWN AS "CONSTELLATION" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF: LUIS EDUARDO TEJADO BARCENA  
HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011.

\_\_\_\_\_  
LUIS EDUARDO TEJADO BARCENA  
OWNER

\_\_\_\_\_  
DATE

STATE OF TEXAS  
COUNTY OF HAYS

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

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

### HAYS COUNTY DEVELOPMENT NOTES

RESIDENTIAL STRUCTURES IN THIS SUBDIVISION ARE RESTRICTED TO RAINWATER COLLECTION AS THE SOLE SOURCE OF WATER.

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

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

\_\_\_\_\_  
JAMES (CLINT) GARZA  
HAYS COUNTY DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TOM POPE, R.S., C.F.A.  
HAYS COUNTY DEVELOPMENT SERVICES  
FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
DATE

STATE OF TEXAS  
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

\_\_\_\_\_  
ALBERT (BERT) COBB  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

\_\_\_\_\_  
LIZ GONZALEZ  
COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_.  
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2011.

\_\_\_\_\_  
LIZ GONZALEZ  
COUNTY CLERK  
HAYS COUNTY, TEXAS

### DRIVEWAY NOTES

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

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

CONSTRUCTION OF ROADWAY AND DRAINAGE IMPROVEMENTS MAY BEGIN ONCE THE HAYS COUNTY ROAD DEPARTMENT HAS APPROVED CONSTRUCTION PLANS.

### ENGINEER'S NOTE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING-RELATED REQUIREMENTS OF THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, AS AMENDED. STORMWATER RESULTING FROM 100 YEAR STORM EVENT FOR AREAS GREATER THAN 64 ACRES IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN HEREON.

\_\_\_\_\_  
ERIN K. BANKS, P.E. NO. 84248  
BANKS AND ASSOCIATES  
608 CURRIE BANCROFT ROAD  
VINCENY, TEXAS 78676  
(512) 847-3883

STATE OF TEXAS  
COUNTY OF HAYS

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

\_\_\_\_\_  
DANIEL R. (ROCKY) EDWARDS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 5472  
P.O. BOX 991  
VINCENY, TEXAS 78676  
512-847-3887

\_\_\_\_\_  
DATE

## **Banks & Associates**

820 Currie Ranch Road  
Wimberley, Texas 78676  
(512) 801-9049  
TBPE Firm F-2002

January 3, 2012

Jerry Borcharding, P.E.  
Hays County Engineer  
Transportation Department  
San Marcos, Texas

RE: **Constellation Subdivision  
Cosmos Lane  
Hays County, Texas  
Engineer's Concurrence Letter with Exceptions**

Dear Mr. Borcharding,  
Cosmos Lane has been constructed in general accordance with the Roadway and Drainage Plans as approved by Hays County aside from the relocation of the western culvert to adjacent to the eastern culverts, construction of guardrail on the downstream side of the culverts and the lack of shoulders in the entrance. A variance is being requested by the developer for the width of the driveway entrance and lack of shoulder.

Please contact me if you have any questions or comments regarding this project at (512) 801-9049, or at [erin.banks@vownet.net](mailto:erin.banks@vownet.net).

Sincerely,

*Erin Banks*

Erin Banks, P.E.  
Principal



THE SEAL APPEARING  
ON THIS DOCUMENT WAS  
AUTHORIZED BY  
ERIN K. BANKS,  
PE 84248  
1-3-12



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

1/4/12

Honorable Bert Cobb, M.D.  
111 E. San Antonio Street  
San Marcos, Texas 78666

Subject: Constellation Subdivision

Dear Commissioners and Judge:

Constellation Subdivision is requesting that Hays County accept the construction of Cosmos Lane. Constellation Subdivision is a private subdivision and is not seeking inclusion in the county maintenance system. Erin Banks, P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County accept the construction of Constellation Subdivision.

Respectfully,

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE COVENANTS

## CONSTELLATION

STATE OF TEXAS

COUNTY OF HAYS \_\_\_\_\_

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Constellation Development, LLC, (The Developer) being the owner of the following described real Property lying and being situated in the County of Hays and the State of Texas, as more particularly described as follows, to-wit:

Constellation, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume \_\_\_, Page \_\_\_, of the Hays County Plat Records, to which reference is hereby made (The Subdivision)

For the purpose of carrying out a uniform plan for the development of a quality residential subdivision does hereby declare, adopt, and impose upon the above described real Property the following covenants, conditions, easements, restrictions, and limitations which shall apply to and become a part of all legal instruments whereby title or possessions to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefits of all parties, now or hereafter, owning or using above described Property or any portion thereof, their heirs, executors, administrators, successors and assigns.

### ARTICLE I: PROPERTY RIGHTS

SECTION I. Lot Owner's Easement and Right to Use of the Shared Access DrivewayPrivate RoadwayPrivate Roadway, Common Areas and Trail Easements. The Shared Access DrivewayPrivate Roadway, Common Areas and Trail Easements are shown on the recorded plat along with, utility easements and drainage easements.

A. Every lot owner shall have a right and easement to the Shared Access DrivewayPrivate Roadway, as shown on the recorded plat, as lot 13 including without limitation, the right of vehicular and, pedestrian and equestrianism, ingress and egress, in and to the Shared Access DrivewayPrivate Roadway, which shall be appurtenant to and shall pass with the title to every lot. The right and easement shall also be deemed granted to the Association and the owners' families, guests, invitees, employees, agents, contractors and tenants. If it is decided in the future to turn over lot 13 to Hays County. the entrance would be widened per their regulations by the HOA.

B. Every lot owner shall have a right and easement to the Common Areas and Trail Easements, as shown on the recorded plat, including without limitation, the right of pedestrian, cycling, equestrian and general recreational use. No motor vehicle use shall be permitted in Common Areas or on Trail Easement. The right and easement shall also be deemed granted to the Association and the owners' families, guests, invitees, employees, and tenants.

Comment [SB1]: We've deleted all references to horses. See our accompanying explanation

C. The Developer or the Property Owner's Association has the right to adopt rules for the Common Areas and Trail Easements and to suspend the voting rights of an owner for any period during which any assessment against the owner's lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.

D. The Developer or the Association shall have the right to dedicate or transfer all or any part of the Shared Access Driveway/Private Roadway to Hays County, any public agency or authority for such purposes; provided, the owner's easements of ingress and egress and any public utility easements previously established shall not be affected. Developer or the Association may also dedicate the Shared Access Driveway/Private Roadway at its sole discretion or when the last lot is sold at its discretion.

E. No dedication, conveyance, or transfer of any portion of the private roadway may occur until the private roadway has been improved and inspected to meet Hays County Standards for Roadways and Drainage improvements in place at the time of the proposed dedication, conveyance, or transfer. The entire cost of all roadway improvements shall be the responsibility of the Developer, Association, or both.

F. With the exception of inspection related expenses, Hays County shall incur no financial responsibility, including reimbursable costs associated with authority granted to Hays County under Chapter 253 of the Texas Transportation Code.

GE. Developer reserves the right to fully utilize said easement areas at all times and to deed the Shared Access Driveway/Private Roadway and Common Areas to the Association at its sole discretion or when the last lot is sold.

SECTION II. Association's Right of Entry. The Developer, the authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot in the event of an emergency or in connection with the maintenance of, repairs or replacements of facilities within the common areas; provided, after such entry, the Developer or the Association shall restore the lot to its former condition.

## ARTICLE II: PROPERTY OWNER'S ASSOCIATION AND HORSE OWNER'S ASSOCIATION

SECTION I. Membership. Developer and every owner of a lot, which is subject to an assessment, shall be a member of the association known as The Constellation Property Owner's Association, Inc. (the "Association"). The Association shall be formed as a non-profit corporation at the discretion of the Developer and shall be governed under the laws of the State of Texas and the by-laws or other regulations imposed by said corporation. Such owners and members shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a lot automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Prior to the Developer relinquishing control to the Association, the Developer shall have the unilateral right to establish and appoint the Directors of the Association. At such time that the Developer transfers control to the Association, each member shall have one vote with respect to each lot owned by such member and the developer shall have two votes for each lot owned by the Developer. A simple majority of the votes shall be used to determine the policy of said Homeowner's Association. The Association by a simple majority shall elect the officers being, the President, Vice-President, Treasurer and Secretary.

SECTION II: Rights and Obligations of the Association and the Constellation Horse Owner's Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Shared Access Driveway/Private Roadway, as shown on the recorded plat.

The Association shall maintain the Common Areas, Improvements on the Common Areas, Common Well, and Trail Easements, except, however, the equestrian facilities located on Common Areas, including the Round Pen, the Stadium and Stable, shall be maintained by the Constellation Horse Owners Association. All lot owners who own or maintain horse(s) on the Property shall be required to be members of the Constellation Horse Owners Association. The Constellation Horse Owners Association shall also be responsible for clean up of all horse waste located in the Common Areas and Trail Easements on the Property and the general maintenance of the common areas due to horse related use. The Constellation Owner's Association/Constellation Property Owner's Association, Inc. shall have general oversight over the Constellation Horse Owner's Association, but shall not be responsible for the day-to-day operations or operating costs of this Constellation Horse Owners Association.

The Association shall not mow the grass in the utility easement areas unless specifically requested to do so. All swales, ditches, culverts and other instruments of drainage shall be maintained and remain open and clear of debris at all times.

The Common Well shall be used only to provide water to the Common Areas and for watering of the Horses on the property. The maintenance and electricity of the Common Well shall be the responsibility of the Association.

### ARTICLE III: ASSESSMENTS

**SECTION I. Assessments: Creation of the Lien.** Each lot owner, with the exception of Lots owned by the Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as provided in this Article. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed.

**SECTION II. Purpose of Assessments.** The assessments collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and the enjoyment of the Shared Access Driveway/Private Roadway, the Common Areas, the fence running along the boundaries of the Subdivision, the entrance area of the Subdivision and the Trail Easements, including but not limited to, the cost of construction, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas and the Shared Access Driveway/Private Roadway, the procurement and maintenance of insurance and in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, the maintenance and upkeep of the entry gate and associated landscaping, and such other needs as may arise. The Developer, until such time as he deems necessary, may use the Maintenance Fund or any part thereof, for developing, improving, operating and maintaining the Shared Access Driveway/Private Roadway, the Common Areas, the common well, the subdivision fence or the entry gate which the owners and/or occupants of lots may be privileged or shall have the right to use. It is agreed and understood that the judgment of the Developer, as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

**SECTION III. Initial Assessments.** Assessments shall be set at ~~four~~ Seven ~~h~~ Hundred ~~Fifty~~ (\$1,750.00) annually per lot, and may pursuant to the procedures outlined in the association's by-laws be raised or lowered, but in no case shall such annual dues or special assessments levied against any individual lot exceed a yearly sum of One Thousand Five Hundred Dollars (\$1,500.00), without with the majority consent of all lot owners of the Subdivision.

**SECTION IV. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws.



**SECTION V. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all lots. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

**SECTION VI. Date of Commencement of Annual Assessments; Due Dates.**  
The annual assessments provided for herein shall begin as to any lot subject to the assessment on the first day of the month following the date on which title to the lot is conveyed to the owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred. The Developer or the Board of Directors of the Association shall determine the dates when assessments are due.

**SECTION VII. Effect of Nonpayment of Assessments. Fees. Fines. or Charges ; Remedies of the Association.** Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of Ten percent (10%). The payment of the maintenance charge hereby imposed shall be secured by an express lien in favor of the Developer (and Association, when formed) as custodian and administrator of the Maintenance Fund, which lien is placed and imposed upon each lot in the subdivision subject to such charge. There is hereby granted unto the Developer (and Association, when formed) an express lien against each lot of the subdivision to secure all obligations of the owner or owners of said tract imposed upon such owner, or tract, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Neither Developer nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

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**SECTION VIII. Subordination of the Lien to Mortgages or Deeds of Trust.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V: USE RESTRICTIONS AND BUILDING REQUIREMENTS

**SECTION I. Residential.** All lots are restricted to single family residential use. No commercial use, including a bed and breakfast operation or vacation rentals, shall be allowed except that a business operated from the home will be allowed, provided, that such business is not conspicuous, does not require any signs, does not result in excessive use of the roads, and does not result in unsightly or excessive storage. An auto repair business, day care provider, fix-it shop, gun dealers does not qualify as a home based business. Only one single-family residence, or main dwelling unit which may include one (1) detached guest house or office and

one (1) detailed garage or workshop shall be built or constructed on each lot. Each main dwelling unit hereafter constructed shall be subject to the Architectural Guidelines and Controls as adopted by the Developer or the Association. The primary residential dwelling shall contain a minimum of two thousand (2,000) square feet and a maximum of four thousand (4,000) square feet of heated and air-conditioned living area, exclusive of porches, garages and breezeways, provided, however, with respect to a two-story residential dwelling, the first story shall contain a minimum of two thousand (2,000) square feet, unless a variance or authorization is specifically provided by the Architectural Review Committee. Any guest house or detached office built on the property must be built after or while the primary residential dwelling is being constructed, unless otherwise approved by the Architectural Review Committee, and must contain a minimum of five (500) hundred square feet of living area, a maximum of one thousand two hundred (1,200) square feet, but no more than 75% of the primary dwelling square footage. Any garage or workshop on the property must be built after or while the primary residential dwelling is being constructed, unless otherwise approved by the Architectural Review Committee, and must contain a maximum of nine hundred (900) square feet. In order to support a more natural landscape, the maximum height of any structure cannot exceed twenty-two (22) feet (excluding chimneys), unless otherwise approved by the Architectural Review Committee.

**Comment [SB2]:** This text deleted because it's covered in the Arch. Guidelines.

**SECTION II. Rainwater Collection and Building Materials.** It is the intent of the Developer to promote "Sustainable" Building design and practices to promote sustainable use of energy and resources. Accordingly, all homes are required to have a rainwater collection system in lieu of drilling a well. No wells, other than the aforementioned well serving the Common Areas, will be permitted on the Property. Placement of the tanks shall be determined upon layout of main home and catchment area. Tanks shall be made of metal or fiberglass blending into the natural environment and approved by the Architectural Review Committee. All rainwater collection tanks shall be located underground or constructed using the same architectural design elements and materials as the primary residence on the property.

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A. Potable water for the Subdivision will be derived from systems, devices or appurtenances other than groundwater (such as rainwater harvesting/collection systems) (the "Water Supply Systems"). Each property owner in the Subdivision shall be required to install an individual systems per lot and arrange for the transportation and delivery of supplemental water supply by other means. In the event that a surface water provider, in future, provides infrastructure facilitating the connection of the Subdivision lots to a water line, the property owners in the Subdivision may elect to arrange for such connection with such provider..

**Comment [SB3]:** This sentence deleted because it's covered in the Arch. Guidelines.

B. Water wells may not be used for residential purposes on any lot. No water wells may be drilled or used to provide water for any lot. One (1) pre existing water well is located in the Subdivision. This water well is referred to herein as the Common Well. This well may be used during and in connection with the construction phase of the Subdivision amenities development. After the construction phase of the Subdivision amenities development, the use of the Common Well will be used for water to the Common Areas, and for watering of the Horses on the property

**Comment [Jg4]:** The lots are sized for rainwater only

**Comment [Jg5]:** Wells are restricted from the division so I'd leave this note in.

C. At the time of these restrictive covenants recording, Hays County has not adopted policies, procedures, rules or regulations relating to the design, construction, installation,

inspection, operation, or maintenance of rainwater harvesting/collection systems, or of other devices or appurtenances having a similar function.

D. The property owners in the Subdivision shall not rely on the Developer or Hays County to inspect, certify, approve or maintain the Water Supply Systems. However, property owners are encouraged to use the Texas Manual on Rainwater Harvesting, published by the Texas Water Development Board. See [www.twdb.state.tx.us/iwt/rainwater.asp](http://www.twdb.state.tx.us/iwt/rainwater.asp)

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E. In the event Hays County adopts rules, regulations, policies and/or procedures governing: (a) the design, construction, installation, operation or maintenance of rainwater harvesting/collection systems, or of other devices or appurtenances having a similar function; or (b) the adequacy, functionality, integrity or reliability of rainwater harvesting/collection systems, or of other devices or appurtenances having a similar function, and Hays County determines that the an existing Water Supply System is not in compliance with, or fails to conform to, any such rule, regulation, policy or procedure, the individual property owners in the Subdivision agree to and shall, within the time period established by Hays County, upgrade, retrofit or otherwise modify their Water Supply Systems to cause the same to comply with, and conform to, such rule, regulation, policy or procedure.

### SECTION III. Building Materials

A. All roofing for lots in the subdivision, including primary residence, guesthouse or office and garage or workshop, is required to be standing seam metal with a factor paint grip finish.

B. It is further the intent of the Developer that all man made structures blend in a harmonious way with the natural beauty of the countryside. Exterior colors of dwellings and other structures shall be limited to natural colors that blend into the surrounding area. No bold or high gloss colors that stand out will be permitted without the prior written approval of Architectural Review Committee. All buildings erected on site shall be of new construction, and shall be constructed of approved building materials. "Approved Building Materials" for exterior walls include, stone, stucco, wood, wood siding. Reflective metal, cinder block or any kind of metal is not a permissible exterior wall covering for any building without the prior written consent of the Architectural Review Committee. . Each primary residential structure shall have exterior walls of masonry construction on 100% of the side street (whether visible from street or not), and minimum 75% on the first floor exclusive of eaves and overhangs (front and both sides), rear of primary residence can siding subject to the prior written approval of the Architectural Control Committee. Any variation from this masonry construction requirement must receive prior written approval from the Architectural Control Committee. All mailboxes, newspaper containers, columns, and other type receptacles must be constructed with 100% masonry or metal, unless the Arhcitctural Control Committee gives prior written approval for use of other materials. Cement siding such as Hardiplank shall not qualify as masonry construction under these restrictions

Comment [SB6]: Section III deleted because it's covered in the Arch. Guidelines.

### SECTION IV. : Architectural Review Committee

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A. No improvements shall be constructed upon any of the Property, including an exterior alteration made to original construction, without the prior written approval of the Architectural Control Review Committee or the Developer. The authority to grant or withhold architectural control approval as referenced herein is vested in the Developer, except however the authority of the Developer shall cease and terminate upon the election of the Committee. At such time as seven (7) lots are sold, the Architectural Control Committee shall be formed. The Architectural Control Review Committee shall consist of a minimum of three lot owners at all times, who shall be elected by a majority vote of the lot owners. The Architectural Control Review Committee shall be obligated to arrange for the holding of an election within sixty (60) days after being so requested by the owners of a majority of the lots within the Subdivision.

B. Approval of the Architectural Control Review Committee shall be granted or withheld based on matters of compliance with the provisions of this instrument and the Architectural Control Review Guidelines, quality of materials, harmony of external design with existing proposed structures and location with respect to topography and finished grade elevation. Approval or disapproval as to architectural matters as set forth in the proceeding provisions shall be in writing. In the event the Developer or the Architectural Control Review Committee fails to approve or disapprove in writing any plans or specifications within thirty (30) days following such plans and specifications shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and all other terms and provisions hereof. The granting of the aforesaid approval shall only constitute an expression of opinion, whether by the Developer or the Architectural Control Review Committee, that the terms and provisions hereof shall be complied with if the building and/or improvements are erected in accordance with said plans and specifications and such approval shall not constitute in any nature a waiver or estoppel in the event that such building and/or improvements are not constructed in accordance with such plans and specifications. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of good faith exercise thereof.

SECTION V. Completion of Construction. Construction activity related to structures of any type or for any purpose on any Subdivision lot shall be completed as to exterior finish, including roofing, doors, windows, siding, trim and paint within twelve (12) months from the commencement of construction, unless prior written consent is obtained from the Architectural Review Committee. All construction equipment and trash shall be cleared from the tract or be appropriately stored immediately upon exterior construction completion. It is the sole responsibility of the owner and builder to maintain a clean and orderly job site during construction.

#### SECTION VI. Use Limitations.

A. No single or doublewide manufactured or prefabricated homes or trailers, kit homes, log homes or modular homes shall be placed or built on any lot within the Subdivision. As used herein, the term "single- family" shall be construed to prohibit use of any lot for duplex houses,

condominiums, townhouses or apartment houses. No above ground swimming pools are allowed on the Property. .

B. Guest Houses, Detached Offices, Detached Garages, or Detached Workshops or outbuildings of any sort must be built after or while the primary residential dwelling is being built so long as they are of good construction, kept in good repair and not used for any permanent or temporary vacation rental residential purposes including weekend or vacation lodging, and are set back away from the main residence. Notwithstanding the foregoing, an Owner may have a building to house a permitted animal, so long as such structure is constructed during or after the primary residence and has been approved by the Architectural Control Review Committee, conforms to the dwelling located on the Lot and blends in to the area. Under no circumstances shall an owner be allowed to construct any temporary housing for any animals prior to the construction of the primary residential dwelling. Propane and/or butane tanks will be buried or covered with appropriate building materials so as to not be visible from the front of the main dwelling.

C. No bus, semi-trailer, tractor, machinery, equipment, truck larger than 1 ton pickup, of any type shall be kept, parked, placed maintained, constructed or repaired on or in the street, or driveway in front of the house in any Tract. These types of items must be stored in an enclosed structure built to the approval of the Architectural Control Review Committee CC in a manner architecturally consistent with the existing home. Motor homes, recreational house trailers, horse trailers, campers, boats, boat trailers of any type which are kept on any Lot, shall not be visible from the neighboring Property or from the street, and shall never be used as a temporary or permanent dwelling.

D. No animals, exotics, swine, or livestock or poultry (other than as provided for below) of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets (household pets does not include any type of pig or swine) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. Chickens may be kept, but No guineas will be allowed on the any lot. Except for chicken coops. aAnimal shelters are prohibited on lots and any pets must be kept on the owner's lot or leashed when not confined to the owner's lot. All household pets require appropriate fencing to confine them to their lot in accordance with the fencing requirements contained herein. No animal shall be permitted until this appropriate fencing is completed. A maximum of 2 dogs and 3 cats will be allowed on any Lot and shall not be allowed to roam or run about at large. Subdivision leash requirements are the same as required by Hays County.

**Comment [SB7]:** We recommend allowing chickens. There's a growing trend among home owners – especially green-minded ones – to keep backyard chickens for eggs.

**Comment [SB8]:** Are dog houses permissible?

E. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash, and recycled materials shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. Composting is permissible upon Architectural Review Committee Approval; however, (The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, inoperable vehicles or wrecking yard shall be located on the

**Comment [SB9]:** Some green-minded home owners will want to compost organic garden waste

Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered and out of sight from the Road or any other neighboring tract.

F. Any structure, except fences, erected or placed in said subdivision shall be built with the buildable area of that lot as shown on the recorded plat and (i) must be set back at least fifty (50') feet from the front property line adjoining the road and twenty-five (25') feet from the side lines of each lot unless otherwise approved in writing by the Developer or the Architectural Review Committee. Additionally, each lot shall have a twenty (20') foot buffer along adjoining lot lines in which no clear-cutting of trees shall be allowed.

G. Exploration, drilling or mining for oil, gas or other minerals will not be permitted on any Lot or Lots in the subdivision.

H. Any discharge of firearms in the subdivision is strictly prohibited.

I. No portion of the Property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, dirt bikes or any animal or fowl that causes a nuisance. Additionally, no vapor lights or any sort of light that causes night time sky pollution shall be permitted. This includes radio tower transmitters, antennas and neon lights. Satellite dishes shall be permitted provided that they are not visible from the adjoining property or roadway and are located at or on the back of the house. Satellite dishes must be no greater than thirty-nine (39) inches in diameter unless prior written approval is obtained from the ACC.

**Comment [SB10]:** This sentence moved to paragraph L below.

K. No signs shall be placed on any lot, provided, however, a "For Sale" or "For Lease" sign not exceeding six (6) square feet in size shall be allowed to advertise a particular Tract for sale.

L. Satellite dishes shall be permitted provided that they are not visible from the adjoining property or roadway and are located at or on the back of the house. Satellite dishes must be no greater than thirty-nine (39) inches in diameter unless prior written approval is obtained from the ACC. Satellite dishes in excess of thirty-nine (39") inches in diameter, if approved, must be screened. Such screening shall require written approval from Developer or the Association prior to installation. Satellite dishes of thirty-nine (39") inches or less are not required to be screened. If located on a building satellite dishes or antennas must be placed on the back section of the building so as not to be in view from the street or the adjoining property owner. Antennas or masts higher than twelve (12') feet are prohibited.

**Comment [SB11]:** This sentence was moved from paragraph I above.

M. Removal of Oak trees and hardwood trees requires the written approval of the Developer or Association. The Developer or the Association shall have the right to monitor the lots for the presence of vegetative diseases, such as Oak Wilt, and if a vegetative disease is found, at the property owner's expense the owner of such lot must take such curative and preventative action as may be necessary to prevent the spread of the disease as outlined or determined by a specialist in the field. Every individual lot owner is responsible for their own expenses in the preventing vegetative diseases. Owners and utility companies are encouraged to



follow prudent guidelines when trimming or removing tree limbs, including the sealing of all cuts. The Developer or the Association reserves the right to monitor the lots for Oak Wilt when an Owner has failed to do so, enter the lot to take steps necessary to prevent the spread of Oak Wilt, and submit a statement of costs to the Owner for payment. The failure of the Owner to make payment shall be treated the same as payment of maintenance fees and subject to a lien and enforcement of such lien as provided in Article III above.

N. It is further the intent of the Developer that all views on the property remain natural and unobstructed, thus fencing on a single lot cannot cover more than thirty (30%) percent of the total lot. No electrical fences will be allowed whether temporary or permanent unless underground and not visible, and maintained by the owner of the property to make sure that the fence is working at all times. ~~No chain link, lattice, wood privacy or plastic fences shall be permitted.~~ The Developer or Architectural Control Review Committee must approve plans for the construction of a fence or wall prior to construction. The lot owner shall be responsible for the location of and/or repairs to, if any, underground utilities damaged due to the construction of any fence or wall. Swimming pools must be enclosed with a fence and lock per law, and any fence constructed around a pool or hot tub must be approved by the Developer or Architectural Review Committee. All fences must be maintained in a manner to keep a new look.

**Comment [SB12]:** This sentence was deleted because the Arch. Guidelines discuss the types of permissible fencing.

**SECTION VII. Drainage.** Each and every lot owner does hereby agree that the drainage from their lot shall conform to the drainage plans that have been approved by Hays County regarding surface drainage. All roof downspouts shall not be discharged directly into the streets; instead, water shall be directed into rainwater collection tanks or, but shall be absorbed on the lawns or woodlands of the particular lots involved. All swales, ditches, streams, culverts and other instruments of drainage shall remain open and clear of debris at all times and the lot owner shall be responsible for such maintenance of those conditions that exist on their property. Each owner shall be required to construct a twelve (12") inch culvert at the street to be determined at the time of the exact location by the Developer or the Architectural Control Committee. If the property owner fails to maintain such conditions on his property, the Association has the right to enter onto the property owner's lot and open any swales, ditches, streams, culverts or other instruments of drainage that shall be clogged or obstructed by debris, and shall be able to assess the cost of such work against the particular lot owner involved. Depositing of grass clippings, leaves, and/or any debris created from landscape maintenance into any street, drainage structure or the Common Area is strictly prohibited.

#### **SECTION VIII. Duty to Maintain and Rebuild.**

A. Each owner of a lot shall, at their sole cost and expense, repair their residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear, and shall be responsible for maintaining the yard and other landscaping.

B. Exterior dwelling walls, roofs soffit, gutters and downspouts, walks, patios, decks, and driveways shall be maintained and kept clean, as to not show dirt or mold and shall maintain an attractive and clean appearance.

C. No lot shall be used or maintained as a dumping ground for trash, rubbish and yard waste. Trash, garbage or other waste shall not be kept except in sanitary containers located out of view from the street and must be pet and varmint proof. Violators will be charged a clean-up and disposal fee. Composting is permitted, subject to approval by the Architectural Review Committee. Incinerators are prohibited. Equipment used for the storage or disposal of said materials shall be kept in a clean and sanitary condition. Trash shall be placed at the curb for collection no sooner than after dark the night before the day of scheduled trash pickup and overnight placement must always be contained in trash cans. Bona fide garbage bags may be used for curbside placement on the day of pickup.

**Comment [SB13]:** Some green-minded home owners will want to compost organic garden waste.

**Comment [RS14]:** Added by Developers

D. The premises of all lots are to be free of clutter, garbage or trash of any type at all times. Outside clotheslines and trampolines will not be permitted in the subdivision. Streets are to be kept clear of dirt and debris. If removal of said dirt or debris is conducted by the Developer, a charge for removal will be rendered to the party responsible for placing the litter there.

**Comment [SB15]:** Some green-minded home owners embrace the use of clotheslines. Consider allowing them?

E. If all or a portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, clean up and promptly rebuild, or repair to the apparent condition immediately prior to the casualty.

F. All lots including the yard and landscaped areas must be maintained by the property owners, any lot not maintained as specified will be serviced by the Developer or Association and a fee will be charged to the property owner for the services rendered. The Association shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments provided in the Article III, Section VII, to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

**Comment [RS16]:** The language deleted below is too strong. The natural setting is beautiful out there. Paragraph D takes care of trash and Article III.VII covers liens. At least it is stating the POA can go in and clean it up and charge back for it. Any charges or non payment can be pursued by lien there.

#### SECTION IX. Construction Requirements.

A. It shall be the responsibility of the contractor or owner to keep the lot and surrounding areas neat and clean during the construction period. All trash and debris shall be kept in suitable containers or covered with a tarp until removed from the job-site. Burning of construction debris is prohibited.

B. Exterior construction, including but not limited to site preparation, foundation, framing, siding and roofing shall take place between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday.

C. All construction sites shall have a portable toilet in place prior to the commencement of construction, toilets shall be properly maintained, and open toilets will not be allowed once construction is complete.

D. It shall be the responsibility of the property owner and builder to construct and maintain sediment and erosion control, including obtaining all necessary permits. Since the subdivision is a hillside development, the alteration of the natural terrain and the removal of

**Comment [RS17]:** There are no permits in Hays County or Driftwood that are issued for this deleted statement

**Comment [RS18]:** This is not a hillside development



topsoil and vegetation cover must be minimized. Property owners must protect the natural environment the hillside and woodland from destruction of the natural environment.

E. In the event that mud, debris, or any other construction materials are deposited onto the street by any means, it shall be the responsibility of the contractor or lot owner to remove the mud from the street within a reasonable amount of time not to exceed thirty six (36) hours. If not removed within such period, the Property Owners Association or Developer will clean the street and bill the Owner for the cost. The Association shall have a lien on that lot to cover the cost of removing the mud, debris or other materials from the street in accordance with Article III, Section VII, to secure the repayment of such cost. Such lien may be enforced by foreclosure.

F. All driveways shall be constructed of concrete, asphalt, pavers, masonry or crushed granite with ribbon curb, and shall be so graded as to facilitate drainage of water and to prevent slippage of dirt or other material upon the common streets.

G. Any exposed building foundation, exposed chimney or basement shall be covered by masonry, consisting of brick, stone or other material approved by the Architectural Control Committee. . No lattice or T-11 will be allowed for underpinning, fencing, or any other use within the subdivision.

H. High efficiency HVAC systems are required according to the standards maintained by the Architectural Control Committee. External, Wall or window-mounted air conditioning units will not be allowed for use in any building within the subdivision, unless to cool a small area of a barn or outbuilding, but must not be a nuisance or eye sore to the street or adjoining property owner.

**Comment [SB19]:** These subsections were deleted because they're covered in the Arch. Guidelines.

**SECTION X. Septic Systems.** No septic tank or other means of sewage disposal may be installed unless the construction and location complies with all existing state, county, or other governmental regulations and is approved by the proper governmental authorities having jurisdiction with respect thereto. Septic systems will be any Permitted Class I Wastewater system. All Surface Irrigation Systems (or spray systems) will be prohibited unless a Fifty (50') foot setback from property lines and water tanks is allocated and the Association approves the plan for the system. [The Owner of a lot, prior to occupancy of the premises, shall present written certification that the system complies with applicable requirements to the Association or the Developer and receive corresponding approval.

**Comment [SB20]:** We don't understand. What exactly is the Association approving here if the home owner's septic plan has already been approved and permitted by the County?

**SECTION XI. Underground Utility Lines.** No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other improvements as approved in writing by the Developer; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident

to the construction of buildings or other improvements which have been previously approved in writing by the Developer.

**SECTION XII. Building Plans.** No building or other structure shall be erected, placed, substantially changed, or remodeled on any lot, nor shall any site preparation begin, until the proposed building plans and specifications, exterior finish plan, plot plan, landscaping plan, construction schedules, and builder have been approved in writing by the Developer or Association or its successors in title. If the Developer or Association fails to approve or disapprove such items in writing within thirty (30) days after the same have been received by it in proper written and blueprint form, such written approval will not be required; however, no building shall be erected which violates any of these covenants and restrictions herein in any event.

**SECTION XIII. Easements.** There shall be a twenty (20') foot wide utility easement reserved along all roadway property lines and a ten (10') foot utility easement reserved along all other property lines. There shall be a ten (10') Trail Easement as shown on the plat. There shall be twenty (20') foot access easement to the Common Area on the West side of the plat for pedestrian, horse use and cycling.

**SECTION XIV. Subdividing.** The Owner of a lot shall not be allowed to further subdivide the lot.

**SECTION XV. Vegetation, Landscaping and Irrigation.** In order to support the ecosystem and water conservation, a minimum of seventy (70%) percent of all introduced landscaping must be plantings native to the area as provided for by the Architectural Control Committee. Turf grass shall be limited to native grasses and will not be permitted to extend beyond thirty (30') feet in any direction from the outer walls of the primary residence located on a lot. Irrigation systems shall use only rain-harvested water. Prior to construction, all owners will be required to submit landscaping plans to the Developer, or Architectural Control Committee for written approval

**Comment [SB21]:** Section XV deleted because it's covered in the Arch. Guidelines.

#### ARTICLE VI: GENERAL PROVISIONS

**SECTION I. Enforcement.** Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner, by the Association, or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner, builder, the Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of these restrictions.

**SECTION II. Severability.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION III. Restrictions Run with Land. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part.

The Developer, for itself and its successors and assigns, reserves the right to alter, amend or revise these covenants and restrictions unilaterally, for a period of ten (10) years after its recordation, provided, however, that the Developer has the right at any time to waive such right. After which time or in the event Developer waives its right, these restrictions may be revised or amended by a written instrument signed by the owners of the lots with 65 % of the votes in the Association and the instrument is to be recorded in the Official Public Records of Hays County, Texas. No amendment shall be effective to release the Association from its responsibility to maintain publicly dedicated rights-of-way, streets, drainage features or water retention systems or to maintain other areas dedicated to the public, unless a successor is appointed and accepts such responsibilities.

SECTION IV. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

SECTION V. Non- Liability of the Directors and Officers. Neither the Developer nor the directors or officers of the Association shall be personally liable to the owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless the Developer, each of the said directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Witness the following signature on this \_\_\_\_ day of \_\_\_\_\_2008.

CONSTELLATION DEVELOPMENT, LLC

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Declaration was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, Manager of Constellation Development, LLC, a Texas Limited Liability Company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## *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 appoint Reserve Deputy John Shellhorn to an unpaid position in the Constable Pct 3 office.**

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

**PREFERRED MEETING DATE REQUESTED: January 24, 2012**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY : Constable Ayres**

**SPONSORED BY: Conley**

**SUMMARY:**

**This appointment will replace the position recently vacated by Sandra Evette Conatser, who resigned for medical reasons.**

## *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 Dannenbaum Professional Service Agreement in accordance with Supplemental No. 1 to Work Authorization No. 1 design fee for necessary additional services on the RM 967 at Ruby Ranch Road project in Precinct 2.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED:** January 24, 2012

**AMOUNT REQUIRED:** \$37,000.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 2008 Road Bond Program

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

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

#### **SUMMARY:**

The intersection of RM 967 and Ruby Ranch Road was identified as an intersection which warranted safety improvements as part of the 2008 Priority Road Bond program. Currently design has advanced to approximately 60% completion.

Previously it had been determined that additional ROW would be required to accommodate vegetative filter strips to treat the roadway runoff since the project was located within the Edwards Aquifer Recharge Zone.

Subsequently, due to recent changes in TxDOT and TCEQ policy, Porous Friction Course (PFC) asphalt pavement can now be considered in the treatment of the runoff. When this is taken into consideration, it has been determined that no additional ROW will be required for the project.

PFC also has the added benefit of being a quieter pavement than the typical pavement asphalt surface treatments.

To accommodate the use of the PFC, modifications to the current design are necessary. These include:

- 1) Revision of the pavement design
- 2) Revision to plan sheets to remove the proposed additional ROW and update ditch flow lines.
- 3) Survey of drainage easement
- 4) Revision to the Water Pollution Abatement Plan (WPAP).

In addition, TxDOT released revised Standards of Uniformity (SOU) for environmental documents in August 2011. These new SOUs which will require substantive revisions to the environmental document.

These services are included in Supplement No. 1 to Work Authorization No. 1 for an amount not-to-exceed \$34,842.54. These added services will increase the Dannenbaum fee beyond the Professional Services Agreement fee cap thereby necessitating a supplement to the Agreement to increase the cap from \$180,000.00 to \$217,000.00.

Supplemental Agreement No. 1 to the Professional Agreement and Supplemental No. 1 to Work Authorization No. 1 are attached for the Court's approval.

Funds are available within the project's bond program budget.



**DESCRIPTION OF Item:** Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Dannenbaum Professional Service Agreement in accordance with Supplemental No. 1 to Work Authorization No. 1 design fee for necessary additional services on the RM 967 at Ruby Ranch Road project in Precinct 2.

**PREFERRED MEETING DATE REQUESTED:** January 24, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$37,000.00

**LINE ITEM NUMBER:** 2008 Road Bond Program

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS  
COUNTY OF HAYS

§  
§

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Dannenbaum Engineering Company – Austin, LLC (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on October 19, 2010;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 the agreement to \$171,980.46; and,

WHEREAS, the "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$180,000.00; and,

WHEREAS, it has become necessary to amend the agreement.

**AGREEMENT**

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

- I. The not-to-exceed fee in Exhibit I, Section 1, Item 1.1 is hereby increased from \$171,980.46 to \$206,823.00.
- II. The Compensation Cap in Exhibit I, Section 4, Item 4.3 is hereby increased from \$180,000.00 to \$217,000.00.

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



DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC CONTRACT NO. \_\_\_\_\_  
RM 967 at RUBY RANCH ROAD  
Supplement No. 1 to the Professional Services Agreement

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

**ENGINEER:**

Dannenbaum Engineering Company -  
Austin, LLC

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

Signature

Thomas C. Arndt, P.E.

Printed Name

President

Title

1-11-2012

Date

**COUNTY:**

Hays County, Texas

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

Signature

Bert Cobb

Printed Name

Hays County Judge

Title

Date

## ATTACHMENT A

### SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Dannenbaum Engineering Company – Austin, LLC (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

**See Exhibit B.**

**Part 2.** The maximum amount payable for services under this Supplemental Work Authorization without modification is \$34,842.54.

**Part 3.** Payment to the *Engineer* for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2012, unless extended by a Supplemental Work Authorization.

**Part 5.** This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

## ATTACHMENT A (con't.)

**Part 6.** This Supplemental Work Authorization is hereby accepted and acknowledged below.

**ENGINEER:**

Dannenbaum Engineering Company -  
Austin, LLC

By: 

Signature

Thomas C. Arndt, P.E.

Printed Name

President

Title

1-11-2017

Date

**COUNTY:**

Hays County, Texas

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

Signature

Mark Jones

Printed Name

Hays County Precinct 2 Commissioner

Title

\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

Exhibit A – Services to be provided by the County.

Exhibit B – Services to be provided by the Engineer.

Exhibit C – Fee Schedule.

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY**

In addition to the services listed in the Agreement, the County will provide the following services:

1. Provide a Project Manager to coordinate all aspects of the Supplemental Work Authorization.
2. Furnish available reference documents, information and project data needed for the work in this Contract.
3. Assist in the coordination with affected property owners, as appropriate to obtain right of entry for the project team.
4. Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
5. Perform timely review and processing of monthly invoice submissions.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **SCOPE OF SERVICES**

This PROJECT is a Hays County project that will be constructed in accordance to the 2004 TxDOT Standards and Specifications and Federal Highway Administration guidelines.

#### **Description**

The County has requested Dannenbaum Engineering Company – Austin, LLC team (Engineer) to provide a supplemental work proposal for additional engineering services. The services to be provided by the Engineer under this Supplemental Work Authorization shall consist of additional topographical survey (McGray & McGray Land Surveyors, Inc.) , environmental documentation revisions (Blanton & Associates, Inc.), Geological Assessment and revised Pavement Design (Raba-Kistner Consultants, Inc.), and revisions to the design plans, specifications and construction estimates (PS&E) based on the additional topographic survey and revised pavement design for the implementation of various safety improvements along RM 967 at the intersection of Ruby Ranch Road in Hays County, Texas.

The following is a more detailed description of the specific scope:

#### **I. Project Management and Coordination**

- A. Coordinate the additional engineering services provided by sub consultants for environmental, geologic assessment, and surveying and prepare sub consultant agreements and task orders, review invoices.

#### **II. Topographic Survey (McGray & McGray Land Surveyors, Inc.)**

The Engineer shall provide additional topographic survey using previously set horizontal and vertical control and benchmarks for the project to the limits shown in the attached proposal from McGray & McGray Land Surveyors, Inc.

#### **III. Environmental Documentation (Blanton & Associates, Inc.)**

- A. The Engineer shall update the necessary environmental documentation for this project based on the design changes of proposed improvements. See attached proposal from Blanton & Associates, Inc.

#### **IV. Geologic Assessment and Pavement Design (Raba-Kistner Consultants, Inc.)**

The Engineer shall prepare a Geological Assessment report as part of the Water Pollution Abatement Plan in accordance with the applicable Edwards Aquifer Protection Program rules. See attached Raba-Kistner Consultants, Inc. proposal.

#### **V. Pavement Design (Raba-Kistner Consultants, Inc.)**

The Engineer shall revise the pavement engineering report to include a permeable friction course pavement section.

#### **VI. Roadway Design**

- A. The Engineer shall update the following plans based on the additional topographic survey, revised right-of-way limits and pavement design:
  - 1. Project Layout;
  - 2. Typical Sections;
  - 3. Summary of Quantities
  - 4. Summary of Erosion Control;
  - 5. Traffic Control Typical Sections;
  - 6. Traffic Control Plans;
  - 7. Plan & Profile Sheets;
  - 8. Intersection Layouts;
  - 9. Drainage Area Map;
  - 10. Culvert Layout;
  - 11. Temporary and Permanent Erosion Control;
  - 12. Water Pollution Abatement Plan;
  - 13. Signing and Pavement Marking;
  - 14. Cross-Sections;
- B. The Engineer shall incorporate the additional topographic survey data in the Digital Terrain Model (DTM) and update the Geopak cross sections to include the revised pavement structure, limits of construction, and to update earthwork calculations.
- C. Computation of quantities and the Construction Cost Estimate for drainage, roadway, signing & pavement markings, traffic control, and erosion control shall be revised based on the additional topography survey data, and cross sections without vegetative filter strips.

#### **VII. Deliverables**

Revisions to the plans that are a result of this supplemental agreement shall be included with the 95% plan submittal and follow the outline of deliverables as described in the original work authorization.

## **EXHIBIT C**

### **FEE SCHEDULE**

SEE ATTACHED EXCEL SPREADSHEET

TASK AND DESCRIPTION	ESTIMATED PLAN SHEET REQUIREMENTS		PROJECT MANAGER	DAOC ENGINEER	SENIOR ENGINEER	GRADUATE ENGINEER	CADD TECHNICIAN	CLERICAL	TOTAL
	CH	1"=400'							
<b>I. PROJECT MANAGEMENT (FC 164)</b>									
<b>A. PROJECT MANAGEMENT</b>									
1 Coord. With HDR	n/a	n/a	1						10
2 Coord. With TxDOT	n/a	n/a			2				20
3 Coord. With Environmental Consultant	n/a	n/a	1		1			1	30
4 Coord. With Geotechnical Consultant	n/a	n/a	1		1			1	20
5 Coord. With Surveyor	n/a	n/a			1			1	20
<b>B. COORDINATION MEETINGS</b>									
1 Coord. With HDR	n/a	n/a							
<b>TOTAL PROJECT MANAGEMENT (FC 164)</b>	0		4	0	6	0	0	2	12
<b>II. FIELD SURVEY (FC 150)</b>									
<b>A. Process Data</b>	n/a	n/a							
<b>B. Review Topo &amp; DTM</b>	n/a	n/a							
1					2	1			30
2					2	1			30
<b>TOTAL FIELD SURVEY (FC 150)</b>	0		0	0	4	2	0	0	6
<b>III. ROADWAY DESIGN (FC 160)</b>									
<b>A. ROADWAY</b>									
1 Project Layout	1	1"=400'			1		1		20
2 Typical Sections									
a Proposed Typical Sections	1	1"=200/100'			1		0.5		15
3 Roadway Plan & Profile (1"=100')	2	1"=50'			8		4		120
4 Cross Sections (GeoPack & Earthwork Only Calc)	n/a	1"=200/100'			10				100
<b>B. INTERSECTIONS/SIDE STREETS</b>									
1 Intersection/Side Street Layout	1	1"=40'			1				10
<b>TOTAL ROADWAY DESIGN (FC 160)</b>	5		0	0	21	0	6	0	27
<b>IV. DRAINAGE DESIGN (FC 161)</b>									
<b>A. Storm Water Collection &amp; Conveyance Sys Design</b>									
1 Drainage Design									
a Collection System (Ditch Profiles)	1	1"=40'			1	0.5	2		3.5
<b>B. Cross Road Culvert Design</b>									
1 Culvert Layout Sheets (P & P) (1"=20/1' 1")	1	1"=50/100'S			8	4	4		160
2 Hydraulic Data sheets									
a Runoff Calculation & Tabulation	1	n/a			2	1			30
c Culvert Calculation & Tabulation	1	n/a			2	1			30
<b>TOTAL DRAINAGE DESIGN (FC 161)</b>	5		0	0	13	7	6	0	26



DATE 11-Jan-12

TASK AND DESCRIPTION	ESTIMATED PLAN SHEET REQUIREMENTS		PROJECT MANAGER	O&DC ENGINEER	SENIOR ENGINEER	GRADUATE ENGINEER	CADD TECHNICIAN	CLERICAL	TOTAL
	Qty	SCALE							
V. Environmental									
C. Erosion Control Plans									
1. Temporary Erosion Control	1	1"=100'			2		1		3.0
2. Permanent Erosion Control	1	1"=100'			3		2		5.0
D. Water Pollution Abatement Plan									
1. Water Pollution Abatement Plan Layout	1	1"=100'			2		1		3.0
SUBTOTAL ENVIRONMENTAL	3		0	0	7	0	4	0	11
VI. SIGNING & MARKINGS (FC 162)									
A. Signing & Pavement Markings									
1. Signing & Pavement Marking Layout	1	1"=50'			1				1.0
TOTAL SIGNING, MARKINGS AND SIGNALS (FC 162)	1		0	0	1	0	0	0	1
VII. TRAFFIC CONTROL PLANS (FC 163)									
A. Traffic Control Plan Sheets									
1. Traffic Control Plan	2	1"=100'			1		1		2.0
2. Typical Sections (2 per sheet)	1	1"=100' (1/4")			2				3.0
TOTAL TRAFFIC CONTROL PLANS (FC 163)	3		0	0	3	0	2	0	5
VIII. COMPUTATION & TAB. OF QNTYS (FC 163)									
A. Drainage Quantities					0.5				0.5
B. Roadway Quantities					0.5				0.5
C. Erosion Control Quantities					1				1.0
D. Summary of Quantities					1				1.0
E. Cost Estimates	n/a	n/a			1				1.0
TOTAL COMP. & TAB. OF QNTYS (FC 163)	0		0	0	4	0	0	0	4
IX. PLAN REVIEW (FC 163)									
A. O&DC	n/a	n/a							
B. Respond to Review Comments	n/a	n/a							
TOTAL PLAN REVIEW (FC 163)	0		0	2	0	0	0	0	2
X. TOTAL PROJECT HOURS	17		4	2	59	9	18	2	94

EXHIBIT D / FEE ESTIMATE  
RM 967 AT RUBY RANCH ROAD

DATE 11-Jan-12

TASK AND DESCRIPTION	PROJECT MANAGER	CHALK ENGINEER	SENIOR ENGINEER	GRADUATE ENGINEER	CADD TECHNICIAN	CLERICAL	
I. PROJECT MANAGEMENT (FC 164)	\$68.50	\$70.00	\$48.00	\$32.00	\$26.00	\$18.00	
TOTAL HOURS							12
FIXED FEE	\$ 77.38	\$ -	\$ 83.78	\$ -	\$ -	\$ 10.47	\$ 171.63
DIRECT SALARY COST	\$ 773.82	\$ -	\$ 837.82	\$ -	\$ -	\$ 104.73	\$ 1,716.37
COST INCLUDING OVERHEAD AND PROFIT	\$ 851.20	\$ -	\$ 921.60	\$ -	\$ -	\$ 115.20	\$ 1,888.00
II. FIELD SURVEY (FC 150)							6
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 55.86	\$ 18.52	\$ -	\$ -	\$ 74.48
DIRECT SALARY COST	\$ -	\$ -	\$ 558.55	\$ 186.18	\$ -	\$ -	\$ 744.73
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 614.41	\$ 204.80	\$ -	\$ -	\$ 819.21
III. ROADWAY DESIGN (FC 160)							27
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 293.24	\$ -	\$ 45.38	\$ -	\$ 338.62
DIRECT SALARY COST	\$ -	\$ -	\$ 2,932.37	\$ -	\$ 453.82	\$ -	\$ 3,386.19
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 3,225.61	\$ -	\$ 499.20	\$ -	\$ 3,724.81
IV. DRAINAGE DESIGN (FC 161)							26
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 181.53	\$ 65.16	\$ 45.38	\$ -	\$ 292.07
DIRECT SALARY COST	\$ -	\$ -	\$ 1,815.28	\$ 651.64	\$ 453.82	\$ -	\$ 2,920.74
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 1,996.81	\$ 716.80	\$ 499.20	\$ -	\$ 3,212.81
V. Environmental							11
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 97.75	\$ -	\$ 30.26	\$ -	\$ 128.01
DIRECT SALARY COST	\$ -	\$ -	\$ 977.46	\$ -	\$ 302.55	\$ -	\$ 1,280.01
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 1,075.21	\$ -	\$ 332.81	\$ -	\$ 1,408.02
VI. SIGNING & MARKINGS (FC 162)							1
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 13.96	\$ -	\$ -	\$ -	\$ 13.96
DIRECT SALARY COST	\$ -	\$ -	\$ 139.64	\$ -	\$ -	\$ -	\$ 139.64
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 153.60	\$ -	\$ -	\$ -	\$ 153.60
VII. TRAFFIC CONTROL PLANS (FC 163)							5
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 41.89	\$ -	\$ 15.13	\$ -	\$ 57.02
DIRECT SALARY COST	\$ -	\$ -	\$ 418.91	\$ -	\$ 151.27	\$ -	\$ 570.18
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 460.80	\$ -	\$ 166.40	\$ -	\$ 627.20
VIII. COMPUTATION & TAB. OF QNTYS (FC 163)							4
TOTAL HOURS							
FIXED FEE	\$ -	\$ -	\$ 55.86	\$ -	\$ -	\$ -	\$ 55.86
DIRECT SALARY COST	\$ -	\$ -	\$ 558.55	\$ -	\$ -	\$ -	\$ 558.55
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ -	\$ 614.41	\$ -	\$ -	\$ -	\$ 614.41
IX. PLAN REVIEW (FC 163)							2
TOTAL HOURS							
FIXED FEE	\$ -	\$ 40.73	\$ -	\$ -	\$ -	\$ -	\$ 40.73
DIRECT SALARY COST	\$ -	\$ 407.27	\$ -	\$ -	\$ -	\$ -	\$ 407.27
COST INCLUDING OVERHEAD AND PROFIT	\$ -	\$ 448.00	\$ -	\$ -	\$ -	\$ -	\$ 448.00
X. TOTAL PROJECT HOURS	4	2	59	9	18	2	94
TOTAL HOURS							
FIXED FEE	\$ 77.38	\$ 40.73	\$ 823.86	\$ 83.78	\$ 136.15	\$ 10.47	\$ 1,172.37
DIRECT SALARY COST	\$ 773.82	\$ 407.27	\$ 8,238.57	\$ 837.82	\$ 1,361.48	\$ 104.73	\$ 11,723.67
COST INCLUDING OVERHEAD AND PROFIT	\$ 851.20	\$ 448.00	\$ 9,062.43	\$ 921.60	\$ 1,497.61	\$ 115.20	\$ 12,896.04
Percent of Total Cost	7%	3%	70%	7%	12%	1%	100%
OTHER DIRECT COSTS							
Printing		\$176.60					\$12,896.04
Postage/Delivery		\$150.00					\$376.60
Misc Supplies		\$50.00					\$13,272.64
TRAVEL							
McGray & McGray							\$5,232.00
Blanton & Associates							\$11,570.00
Raba-Kistner							\$4,129.40
TOTAL SUBS		\$376.60					\$20,931.49
TOTAL OTHER DIRECT COSTS							
TOTAL CONTRACT COST							\$34,204.13

# EXHIBIT D / FEE ESTIMATE

SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1  
EXHIBIT C - FEE SCHEDULE  
DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC  
PROJECT SCOPE: PS&E

RM 967 AT RUBY RANCH ROAD

DATE: 11-Jan-12

## DIRECT REIMBURSABLE EXPENSES

Reproduction (Mylars Prints, & Xerox)

Submittal	No. of Shts. per pkg.	24 x 36		11 x 17		11 x 17	8 1/2 x 11	36 " x 4 ft Rolls *	
		Plots	Prints	Plots	Prints	Color Copies	Copies	Color	Black
1. Work sheets				50	1,000			6	
2. Final Draw				5	125			0	
3. Reports						0	10,000		
<b>Totals</b>		0	0	55	1,125	0	10,000	6	0

Costs:	Color Rolls - 36 "x 4 ft Rolls * @ \$3.00 / SF	0	each	x	\$36.00		\$0.00
	Mylars - 11 x 17	5	each	x	\$1.00		\$5.00
	B&W Copies - 11 x 17	1,180	Sheets	x	\$0.12	=	\$141.60
	Color Copies - 11 x 17	0	Sheets	x	\$2.00	=	\$0.00
	Copies - 8 1/2 x 11	500	Sheets	x	\$0.06	=	\$30.00

**SUBTOTAL \$176.60**

Preliminary Engineering Report	0	each	x	\$50.00		\$0.00
Drainage Report	0	each	x	\$50.00		\$0.00
Project Manual	0	each	x	\$50.00		\$0.00

**SUBTOTAL PRINTING \$176.60**

Shipping 15 packages x \$10.00 /Pkg = \$150.00

Misc Supplies \$50.00

**TOTAL EXPENSES \$376.60**

## ATTACHMENT B

### SERVICES TO BE PROVIDED BY THE ENGINEER

#### SUPPLEMENTAL SCOPE OF SERVICES

The services to be provided by the Engineer's sub consultant under this Supplemental Work Authorization shall consist of revisions to the environmental documentation based on changes to the design of proposed improvements at the intersection of FM 967 and Ruby Ranch Road in Hays County, Texas. Based on these revisions, no new right-of-way would be needed, but the project limits would be extended and the footprint of the project has changed. In addition, on August 31, 2011, TxDOT provided Standards of Uniformity (SOU) for State Categorical Exclusions (SCEs). The revised SCE will comply with the SOUs. This scope of services assumes that the proposed project does not have any federal permits, funding, and/or federal oversight. If the project has a federal nexus, additional work may be required.

#### I. Environmental Studies

1. The Engineer will revise the SCE in accordance with TxDOT's SOUs (Aug 2011). In addition, based on revisions to the project design, the following will be updated:

- a. Proposed Action based on Revised Schematic

The revisions will include new typical sections, new figures showing the revised schematic, and a new description of the project including easement requirements.

- b. Potential Areas of Environmental Concern

The following issues of environmental concern shall be revised in the SCE, if necessary: Land Use, Section 4(f), Community Impacts, Environmental Justice, Limited English Proficiency, Historic Resources, Water Resources, Biological Resources, Noise, Air, Hazardous Materials, and Public Involvement. This supplemental scope and fee is based on the assumption that the project is restricted to the existing ROW and no archeological or historic reconnaissance survey would be required. In addition, it is assumed that no permits from the USACE would be required due to impacts to waters of the U.S. If these tasks are required, a supplemental scope and fee would be necessary.

The Engineer shall perform literature and background searches and conduct field reconnaissance, as appropriate, to gather data necessary to complete the revisions to the SCE. Data shall be provided at an appropriate scale and described in sufficient detail for the project.

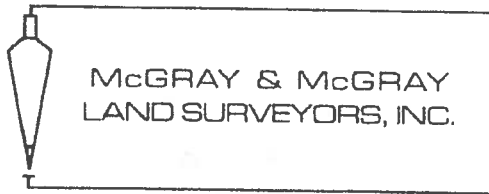
**EXHIBIT D1**  
**WA No. 1**  
**Fee Schedule**  
**Blanton & Associates, Inc.**  
**FM 967 at Ruby Ranch Road**  
**Supplemental WA**

Task V Environmental Studies	Description of Work or Task	Senior Proj Manager \$150.00/Hr	Asst Proj Manager \$110.00/Hr	Senior Biol/Plnt/Arch/Hist \$95.00/Hr	Bio Tchll/Env Pnt/Arch \$80.00/Hr	Bio Tchll/Env Pnt/Arch Tchll \$65.00/Hr	GIS Analyst III \$85.00/Hr	GIS Analyst I \$60.00/Hr	Tech Edit/Proj Admin \$54.00/Hr	Staff-Hr Totals	Staff Cost / Task Totals
A. State Categorical Exclusion Revisions based on latest SOLs for SCEs											
1.0 Existing Facility										0	\$0.00
2.0 Purpose and Need										0	\$0.00
3.0 Proposed Action based on revised schematic			4						1	13	\$974.00
4.0 Potential Areas of Environmental Concern			16						4	30	\$2,616.00
4.1 Land Use and Section 4(f)/Section 8(f)			4							8	\$680.00
4.2 Community Impacts Environmental Justice and Limited English Proficiency			2							2	\$220.00
4.3 Cultural Resources		2		28		8		16		70	\$5,304.00
4.4 Water Resources and Biological Resources			2			4		4		10	\$720.00
4.5 Noise										0	\$0.00
4.6 Air Quality Impacts										0	\$0.00
4.7 Hazardous Materials Contamination			1							1	\$110.00
B. Environmental Coordination with City and TxDOT										0	\$0.00
Direct Expenses											\$946.00
<b>BA SUMMARY</b>		<b>2</b>	<b>29</b>	<b>28</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>40</b>	<b>21</b>	<b>134</b>	<b>\$11,570.00</b>

**EXHIBIT D1**  
**WA No. 1**  
**Summary of Direct Expenses**  
**Blanton & Associates, Inc.**  
**FM 967 at Ruby Ranch Road**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	250	\$0.50	\$125.00
II. Overnight Mail - oversized box	each	2	\$20.00	\$40.00
III. Courier Services	each	2	\$20.00	\$40.00
IV. 8.5 x 11 B&W copies	each	500	\$0.05	\$25.00
V. 8.5 x 11 Color copies	each	20	\$0.10	\$2.00
VI. 11 x 17 B&W copies	each		\$0.07	\$0.00
VII. 11 x 17 Color copies	each	70	\$0.20	\$14.00
VIII. Backhoe and Operator	day	1	\$700.00	\$700.00
VIV. Hazardous Materials Data Search	each	1	\$250.00	\$100.00
<b>Total Direct Expenses</b>				<b>\$946.00</b>

December 14, 2011



Tommy Levario, P.E.  
Dannenbaum Engineering  
3409 Executive Center Drive  
Austin, Texas 78731-1619  
(512) 345-8505

EMAIL  
tommy.levario@dannenbaum.com

**RE: Fourth Revised Proposal for Additional Surveying Services for RR 967  
Intersection Improvements Project at Ruby Ranch Road, Hays County.**

Mr. Levario:

We appreciate the opportunity to provide you with this fourth revised proposal for the above referenced project. The following represents our understanding of the scope of services and our fee proposal:

**Survey Limits:**

- ♦ The survey limits are the yellow highlighted area as shown on the attached sketch.

**Scope of Services:**

**Topographic Surveying Services:**

- ♦ We shall provide cross sections within the survey limits, tie all drainage structures within the limits of the project area. We shall provide culvert pipe sizes, box culvert sizes, detail of the head walls and wing walls at these locations, driveways, mailbox turnouts, surface utilities, manholes, power poles, water lines, etc. We shall provide all the details at the culverts as part of the DTM and detailing the wing wall, flow lines etc.
- ♦ We shall provide a DTM taken at 50' intervals, plus station break points at PC, PT and angle points, taking plus station shots at drainage structures as needed to develop a DTM model. The DTM will be merged with the previous DTM provided earlier this year
- ♦ Deliverables would consist of: MicroStation 2D, 3D and Text point file with SDMS feature code as part of the file structure.

**Fees:**

**Topographic Surveying Services**

Field Crew (3 man):	20 Hrs @ \$138/hr =	\$ 2,760.00
Tech:	28 Hrs @ \$ 78/hr =	\$ 2,184.00
Field Coordinator:	1 Hrs @ \$ 80/hr =	\$ 80.00
RPLS:	2 Hrs @ \$104/hr =	\$ 208.00
<b>TOTAL:</b>		<b>\$ 5,232.00</b>

3301 HANCOCK DRIVE, SUITE B  
AUSTIN, TEXAS 78731  
(512) 451-8591 FAX (512) 451-8791



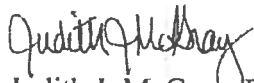
Mr. Levario  
December 14, 2011  
Page 2 of 2

We estimate it will take approximately two to three weeks (weekends and holidays excluded) from notice to proceed to provide final product, weather and circumstances beyond our control permitting.

We will invoice time and materials actually used for this survey. As we get into this survey we may allocate our resources slightly differently, but we will not exceed the proposed fee without authorization from you and/or Hays County. Time printouts will be included with the invoice.

If you think we have omitted any service you require or misinterpreted your request, please call. We will be ready to begin this project as soon as we receive notice to proceed. Please call me or Chris Conrad if you have any questions. We look forward to working with you on this project.

Sincerely,

  
Judith J. McGray, RPLS  
President

Authorized to Proceed by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CIC: bm  
encl.

\_\_\_\_\_  
Print Name





Proposal No. PSF11-293-00 (*Revised*)  
October 5, 2011

**Raba-Kistner Consultants, Inc.**  
12821 W. Golden Lane, San Antonio, TX 78249  
P.O. Box 690287, San Antonio, TX 78269-0287  
(210) 699-9090 • FAX (210) 699-6426  
www.rkcl.com  
TSPE Firm F-3257

**(SUBMITTED VIA ELECTRONIC MAIL)**

Mr. Tommy G. Levario, P.E.  
Project Manager  
Dannenbaum Engineering Company – Austin, LLC  
3409 Executive Center Dr., Suite 129  
Austin, Texas 78731-1619

**RE: Proposal to Conduct Geologic Assessment  
RM 967 at Ruby Ranch Road  
Construction of Widening for Left Turn Lane  
Hays County, Texas**

Dear Mr. Levario:

In accordance with your request, **Raba-Kistner Consultants, Inc. (R-K)** is pleased to submit this revised proposal to Dannenbaum Engineering Company – Austin, LLC (CLIENT) to prepare a Geologic Assessment (GA) report for the referenced project in support of planned roadway construction activities. We understand the construction activities will occur over approximately 1,700 linear feet located along RM 967 at Ruby Ranch Road in Hays County, Texas (hereinafter referred to as SITE). Based on review of official maps produced by the Edwards Aquifer Authority and Texas Commission on Environmental Quality (TCEQ), the entire project site is located over the Edwards Aquifer Recharge Zone (EARZ) as designated on official maps; therefore land development activities are regulated pursuant to Edwards Aquifer Protection Program (EAPP) rules.

This proposal defines a scope of services, total project cost, and terms and conditions pertaining to the performance of a Geologic Assessment (GA) in accordance with applicable EAPP rules.

## **PROJECT DESCRIPTION**

R-K is proposing to conduct a Geologic Assessment and prepare a written report in the format required for inclusion as part of the Water Pollution Abatement Plan (WPAP), which is required pursuant to EAPP rules. The scope of work was developed based upon our understanding of the project at this time and recent regulatory requirements promulgated by the TCEQ.

### **Geological Assessment**

The GA is an integral part of the WPAP, which describes appropriate control measures to mitigate surface water pollution due to development activities over the EARZ and minimize the potential for surface-derived contaminant transport to the Edwards Aquifer via sensitive recharge features that might exist within project boundaries. R-K understands that this plan will be prepared by CLIENT as part of the project design phase. In accordance with TCEQ requirements, it is proposed that geologic map(s) submitted as part of the GA will be prepared to the same scale as the figures submitted in the WPAP. At the project onset, R-K will coordinate with CLIENT to obtain appropriate base maps upon which site-specific geologic information can be presented.

**R-K** will conduct a visual geologic assessment of surface conditions within SITE boundaries to identify potential Edwards Aquifer recharge features. Assessment activities will be performed in accordance with applicable provisions set forth in the EAPP rules as specified in *Title 30 of the Texas Administrative Code, Section 213 (30 TAC 213, effective April 24, 2008)*.

In accordance with TCEQ requirements, the site area to be disturbed as part of the roadway construction project will be surveyed by a Professional Geoscientist licensed in the State of Texas along an approximately 15-meter transect spacing to visually assess the presence of recharge features pursuant to definitions and guidance provided in *Instructions to Geologists (TCEQ-0585-Instructions, revised October 1, 2004)*. Recharge features that will be mapped and assessed as part this scope of work, if observed, will include karst features (e.g., caves, sinkholes, solution cavities, vuggy rock zones), structural features, non-karst closed depressions, and man-made features. It is anticipated that more detailed survey efforts will be concentrated in the vicinity of normal fault zones and primary drainage features (if present) that transect SITE boundaries as it has been **R-K's** experience on similar projects that enhanced karst development is frequently observed in association with these features. In accordance with TCEQ recommendations, the locations of mapped features will be permanently recorded on field maps and assessment tables utilizing global positioning system (GPS) technology.

At the time the field survey is conducted, the **R-K** geologist will collect sufficient information to complete the Geologic Assessment Table (*TCEQ-0585-Table*), and fulfill other reporting requirements pursuant to revised TCEQ instructions.

#### **Data Reduction and Report Preparation**

Upon completion of research and field survey activities, **R-K** will prepare an updated GA report in the format specified by the TCEQ. It is anticipated that the report will include the following elements:

- Soils description;
- Site Geologic Map drawn to scale which illustrates the outcrop of all surface geologic units in addition to the locations and extents of all geologic and manmade features;
- Stratigraphic Column;
- Geologic Assessment Table including an evaluation of all geologic and manmade features identified at the subject property; and
- Narrative description of SITE geology based upon actual field observations.

**R-K** will prepare and submit six copies of the original GA report (2 originals and 4 photocopies) upon completion of project activities.

#### **ASSUMPTIONS**

The following assumptions were made with regard to the scope of services described herein:

- The CLIENT will provide clearance(s) for SITE access. CLIENT will provide SITE map(s) in electronic format depicting SITE boundaries to be utilized for the geologic assessment which will be at the same scale as the engineering WPAP plan.
- The scope of work does not include performance of detailed drainage and/or floodplain studies. Additionally, the work scope does not include the performance of any land surveying activities (e.g., boundary or topographic surveying), if subsequently deemed necessary for completion of the GA submittal.

- The scope of work does not provide for project meetings to coordinate submittal of the final GA report, etc. If requested by CLIENT, costs for R-K to attend meetings and/or perform additional activities in support of such meetings will be billed on a time and materials basis in accordance with our standard fee schedule for professional services.

### COST AND DURATION

We will provide the scope of services described herein on a unit rate basis in accordance with the contract fee schedule. Our estimated cost to perform the scope of services described herein is \$2,832.55. A detailed cost summary is provided on the attached **Table 1**. In the event that additional services are requested by CLIENT and/or necessary to complete project activities, R-K will provide a cost estimate under separate cover and solicit authorization from Client before proceeding with additional work. Additional costs, if authorized as part of this project, will be billed in accordance with the approved fee schedule for professional services included as part of the Contract for Professional Engineering Services between Dannenbaum Engineering Company-Austin, LLC (Dannenbaum) and R-K, which was executed on 11/30/10.

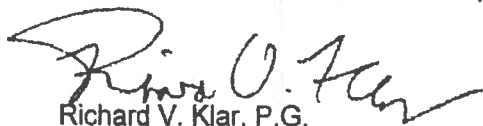
It is anticipated that R-K can complete the scope of work described herein in approximately 2-3 weeks after we receive written authorization to proceed depending upon favorable site access conditions.

### ACCEPTANCE

We appreciate the opportunity to work with you on this important assignment, which will be carried out in accordance with this letter and the existing agreement between Dannenbaum and R-K (referenced above). Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Please return one signed copy of this letter proposal (or other suitable approval documents) to provide written authorization for our firm to commence work on the services outlined herein.

Very truly yours,

**RABA-KISTNER CONSULTANTS, INC.**

  
Richard V. Klar, P.G.  
Associate

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

RVK/dac

Date \_\_\_\_\_

Attachments: Table I Cost Sheet

Copies Submitted: Above (1 – Electronic PDF Copy)

TABLE 1

PROJECT: Geologic Assessment  
 SITE: RM 967 at Ruby Ranch Road  
 Construction of Widening for Left Turn Lane  
 Hays County, Texas

PROPOSAL NO.: PSF11-293-00 (Revised)  
 DATE: 10/05/11

CLIENT CONTACT: Mr. Tommy G. Levario, P.E.  
 CLIENT: Dannenbaum Engineering Company - Austin, LLC

		PROJECT TOTAL		\$2,832.65
TASK	DESCRIPTION	RATE	UNITS	AMOUNT
<b>1.0 Geologic Assessment Field Activities</b>				
	Project Manager	142.74 /hr	1.00	\$142.74
	Field Geoscientist/Geologist	98.48 /hr	10.00	\$984.80
	CADD/GIS	53.54 /hr	2.00	\$107.08
	Clerical	52.02 /hr	1.50	\$78.03
	Equipment Truck	45.00 /day	1.00	\$45.00
TASK TOTAL				\$1,357.65
<b>2.0 Data Reduction and Report Preparation</b>				
	Project Manager	142.74 /hr	1.00	\$142.74
	Environmental Professional (Scientist)	98.48 /hr	8.00	\$787.84
	CADD/GIS	53.54 /hr	6.00	\$321.24
	Clerical	52.02 /hr	4.00	\$208.08
	Report Copies	15.00 /ls	1.00	\$15.00
TASK TOTAL				\$1,474.90
PROJECT TOTAL				\$2,832.55

Proposal No.: PAA11-138-00  
December 18, 2011

Engineering • Testing • Environmental • Facilities • Infrastructure



Raba-Kistner Consultants, Inc.  
8100 Cameron Road, Suite B-150  
Austin, Texas 78754  
(512) 339-1745 • FAX (512) 339-6174  
[www.rkci.com](http://www.rkci.com)

**EXHIBIT A**  
**ADDITIONAL SERVICES TO BE PROVIDED BY RABA-KISTNER**  
**FM 967 Intersection Improvements at Ruby Ranch Rd**  
**Hays County, Texas**

**Geotechnical Engineering**

Revise pavement engineering report, (R-K Project No. AAA10-051-00, dated June 17, 2011) for intersection improvements at Ruby Ranch Road in Hays County, Texas to include a permeable friction course (PFC) pavement section.

**FM 967 Intersection Improvements at Ruby Ranch Rd**  
December 18, 2011  
Additional R-K Scope of Services

# EXHIBIT D - ADDITIONAL SERVICES FEE SCHEDULE

Dannnenbaum  
R-KCI GEOTECHNICAL ESTIMATE SHEET

PROPOSAL # PAA11-138-00 TITLE: FM 967 Intersection Improvements @ Ruby Ranch Rd

COMMENTS: Provide Permeable Friction Course S DATE: 12/18/2011 PREP. BY: GO

CLIENT:	Dannnenbaum	CONTACT:	Tommy Levatio, P.E.	PHONE:	512-345-8505
#STRUCTURAL	0 DEPTH	0			
#STRUCTURAL	0 DEPTH	0 PAVEMENT		0	0
#STRUCTURAL	0 DEPTH	TOTAL DRILL DEPTH		0	
DRILLING		UNIT	# UNITS	COST/UNIT	TOTAL
	MOBILIZATION	Units	0	\$500.00	\$0.00
	PER DIEM (3 MAN CREW)	MAN/DAYS	0	\$121.00	\$0.00
	AUGER DRILLING - SOIL	FT	0	\$14.11	\$0.00
	WET ROTARY	FT	0	\$18.83	\$0.00
	SAMPLING-Texas Cone Penet	SAMPLE	0	\$34.84	\$0.00
	SAMPLING-Standard Pen Test	SAMPLE	0	\$36.23	\$0.00
	SAMPLING-Shelby Tube	SAMPLE	0	\$24.98	\$0.00
	STANDBY TIME	HR	0	\$170.00	\$0.00
	TOTAL		0		\$0.00
	TOTAL DRILLING				\$0.00
LOGGING AND CORDINATION					
	MILEAGE (LOGGER AND COORD)	MILES	0	\$0.50	\$0.00
	FIELD COORDINATION	MH	0	\$98.48	\$0.00
	LOGGER GEOLOGISTS	MH	0	\$98.48	\$0.00
	PER DIEM (LOGGER AND COORD)	MAN/DAYS	0	\$121.00	\$0.00
	TRAFFIC CONTROL		0	\$1,750.00	\$0.00
	SITE CLEARING		0	\$2,100.00	\$0.00
	TOTAL LOGGING				\$0.00
LABORATORY					
	MOISTURE	PER TEST	0	\$14.41	\$0.00
	PI	PER TEST	0	\$82.89	\$0.00
	UNCONFINED SOIL	PER TEST	0	\$42.05	\$0.00
	UNCONFINED ROCK	PER TEST	0	\$45.65	\$0.00
	TRIAXIAL-UU	PER TEST	0	\$70.88	\$0.00
	TEXAS TRIAXIAL or CBR	PER TEST	0	\$1,125.00	\$0.00
	GRADATION	PER TEST	0	\$56.46	\$0.00
	DIRECT SHEAR	PER TEST	0	\$198.20	\$0.00
	CONSOLIDATION	PER TEST	0	\$540.54	\$0.00
	LIME SERIES CURVE	PER TEST	0	\$310.50	\$0.00
	SULFATE TESTS	PER TEST	0	\$77.50	\$0.00
	TOTAL TESTING				\$0.00
ENGINEERING/REPORTING					
	CLERICAL	MH	1	\$52.02	\$52.02
	REPORT PREP (COPIES ...)	LS	1	\$260.00	\$260.00
	CADD OPERATOR	MH	0	\$53.45	\$0.00
	ENGINEERING TECHNICIAN	MH		\$48.26	\$0.00
	ENGINEER IN TRAINING	MH	0	\$71.78	\$0.00
	PROJECT ENGINEER	MH	6	\$108.64	\$651.84
	PROJECT MANAGER	MH	0	\$142.74	\$0.00
	PRINCIPAL	MH	2	\$166.54	\$333.08
	TOTAL ENGINEERING				\$1,296.94
	ESTIMATED EXPENSES				\$0.00
	TOTAL				\$1,296.94



***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:**

**Action to Authorize Institutional OSSF Permit and grant a variance to Section 10-M(B) of the Hays County Rules for On-Site Sewage Facilities at 1205 Roland Lane, Kyle, TX.**

**CIRCLE ONE ACTION ITEM      Subdivision      Road      ☒ OSSF**

**PREFERRED MEETING DATE REQUESTED:** January 24, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Clint Garza

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

**SUMMARY:** Texas Old Town Inc. is proposing an OSSF to serve a newly constructed event center at 1205 Roland Lane Precinct 2. This property is 10.28 acres. Water will be supplied by Public Water Supply.

This OSSF is a standard treatment system in which the effluent will be pumped to a low pressure dosed drainfield. The system is designed for a maximum of 1280 gpd. The system designer, Jim Conner, R.S. is requesting a variance to Section 10-M(B) of the Hays County rules for on-site sewage facilities which requires flow equalization. His justification is that this type of business will not generate high strength wastewater (no food preparation), and since standard treatment is mainly used for settling and separation equal protection is provided by oversizing the required treatment tank volume by 30%.

**STAFF REVIEW/COMMENTS**

**Development Services Department Director:**

**ROAD DIRECTOR:** NA

**STAFF RECOMMENDATIONS:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM:** Discussion and possible action regarding the transition to the LCRA OpenSky 900 MHz digital system.

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

**PREFERRED MEETING DATE REQUESTED:** 1/24/12

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** TURNER

**SPONSORED BY:** COBB

A plan is needed to transition to the LCRA OpenSky 900 MHz digital system. A proposal for the replacement of equipment is attached. The Commissioners Court will need to determine the timeline for ordering the equipment to facilitate the migration. The deadline is February 2014.

**DESCRIPTION OF Item:** Discussion and possible action regarding the transition to the LCRA OpenSky 900 MHz digital system.

**PREFERRED MEETING DATE REQUESTED:** January 24, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$728,666 (FY 12) & \$672,234 (FY13)

**LINE ITEM NUMBER:** Not Budgeted

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

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** My recommendation is to issue a reimbursement resolution to issue debt at a later date with the possibility of paying it off in next year's budget without issuing debt. This gives us more options in the future.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

## Lon Shell

---

**From:** Jeff Turner  
**Sent:** Wednesday, November 09, 2011 4:14 PM  
**To:** Bert Cobb; Lon Shell; Janice Jones; Bill Herzog  
**Subject:** FW: Proposal  
**Attachments:** Hays\_Co\_Migration\_OpenSky\_Proposal\_110811.pdf

**Importance:** High

Judge, Lon, Bill, Janice

Attached is the plan to upgrade the radios to the new system we must transition to by 2014.

Included in the proposal is a brief migration plan where we would first transition the dispatch consoles then move to the mobile units and complete the process with portables each year in this two year process.

I believe this to be a sound plan. I understand this needs to be on the court agenda as soon as possible so we can go forward with this process.

I did not receive this until late Wednesday afternoon. Is there any way to get this on the agenda next week or should we wait until the 22<sup>nd</sup>? The prices quoted are good for 30 days.

Please let me know your thoughts.

Thanks,

Jeff Turner

---

**From:** Julia Kroll [<mailto:Julia.Kroll@LCRA.ORG>]  
**Sent:** Wednesday, November 09, 2011 4:00 PM  
**To:** Jeff Turner  
**Cc:** [Emc7301@yahoo.com](mailto:Emc7301@yahoo.com); Emergency Management  
**Subject:** Proposal

Jeff,

Attached is the proposal to replace and/or upgrade Hays County's existing radio equipment to LCRA's OpenSky 900 MHz digital system.

As we discussed, although we have discussed ordering half of the radios each year, it may be more practical to install the consoles first, and then move to the radios. As you become ready to place your orders, we can prioritize the items to be ordered and will work with Engineering and the Radio Shop to facilitate the transition.

Thank you for the opportunity to prepare this information for you. I am looking forward to working with you as we bring the equipment on line for all the departments.

If you have any questions, please just give me a call.

Best regards,

Julia

*Julia Kroll*

Telecom Account Coordinator  
Lower Colorado River Authority  
3505 Montopolis Drive  
Austin, TX 78744

Office: (512) 356-6464



November 8, 2011

Dr. Bert Cobb  
Hays County Judge  
111 E. San Antonio Street, Ste. 300  
San Marcos, TX 78666

## Proposal

### Scope of Work:

LCRA will provide the engineering, licensing, materials and labor necessary to migrate the existing Hays County radio equipment to LCRA's OpenSky 900 MHz digital radio system. The equipment to be replaced and/or upgraded is reflected on Attachment 1.

This migration will include the following:

- Upgrade all current P5300 and M5300 model radio equipment with OpenSky software
- Replace all handheld, mobile and desktop equipment that is not eligible for upgrade to OpenSky
- Replace four (4) existing EDACS Maestro Consoles with C3 IP Consoles that are fully compatible with OpenSky
- Upgrade two (2) existing EDACS Maestro Consoles to C3 IP Consoles (newer models-upgradeable)


The attached schedule for replacement/upgrade to OpenSky reflects the above migration of equipment. Should end user equipment in excess of the current equipment count be required, it will be provided at the rates on the Attachment 1. Customer equipment will be ordered in a manner to best facilitate the migration process and to meet the February, 2014 deadline for OpenSky migration. Equipment will be invoiced after it is installed and ready for use by the customer.

**Total Cost of this project is not to exceed \$1,400,399.38.**

This pricing indicated on this proposal is valid for 30 days.

If you would like for us to proceed with this work, please have an authorized representative sign below and return to me. If you should have any questions, please don't hesitate to contact me.

Best Regards,

  
Julia Kroll

Accepted and Agreed:

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

Telecom Account Coordinator  
Lower Colorado River Authority  
3505 Montopolis Drive  
Austin, TX 78744

Office: (512) 356-6464  
Fax: (512) 356-6047  
Cell: (512) 422-6143

## Hays County

### Equipment Migration to OpenSky 900 MHz Digital\*

		Year 1-2012 (Order 1/1/2012)			Year 2-2013 (Order 1/1/2013)		
Existing Radio	Replacement Model	OpenSky 900 Mhz		Total	OpenSky 900 Mhz		Total
		Quantity	Unit Price		Quantity	Unit Price	
LPE Scan Portables	P5350 Scan (w/Li-PO)	94	\$ 1,679.98	\$ 157,918.12	94	\$ 1,679.98	\$ 157,918.12
LPE System Portables	P5370 System (w/Li-PO)	26	\$ 1,894.48	\$ 49,256.48	26	\$ 1,894.48	\$ 49,256.48
MRK System Portables (CER)	P5370 System	4	\$ 1,891.91	\$ 7,567.64	0	\$ 1,891.91	\$ -
Orion Scan Mobiles	M5300 Scan	1	\$ 2,413.13	\$ 2,413.13	0	\$ 2,413.13	\$ -
Orion System Mobiles	M5300 System	70	\$ 2,488.20	\$ 174,174.00	70	\$ 2,488.20	\$ 174,174.00
500M Mobiles	M5300 Scan	33	\$ 2,413.13	\$ 79,633.29	33	\$ 2,413.13	\$ 79,633.29
none	M5300 Scan-Traffic (cycle)	5	\$ 2,587.05	\$ 12,935.25	0		\$ -
none	Motorcycle Kits	5	\$ 1,261.98	\$ 6,309.90	0		\$ -
Desktop Scan	M5300 Scan	3	\$ 2,413.13	\$ 7,239.39	0	\$ 2,413.13	\$ -
Desktop System	M5300 System	4	\$ 2,488.20	\$ 9,952.80	3	\$ 2,488.20	\$ 7,464.60
Dual Control Head	M5300 System Dual Control	5	\$ 875.00	\$ 4,375.00	0	\$ 875.00	\$ -
Maestro	C3 IP Console	2	\$ 51,007.76	\$ 102,015.52	2	\$ 51,007.76	\$ 102,015.52
Maestro	IP upgrade-2 recent consoles	1	\$ 38,768.78	\$ 38,768.78	1	\$ 38,768.78	\$ 38,768.78
OpenSky Prog.-Portables	OpenSky Prog.-Portables	15	\$ 143.00	\$ 2,145.00	0	\$ 143.00	\$ -
OpenSky Prog.-Mobiles	OpenSky Prog.-Mobiles	18	\$ 143.00	\$ 2,574.00	0	\$ 143.00	\$ -
OpenSky Prog.-Desktops	OpenSky Prog.-Desktops	9	\$ 143.00	\$ 1,287.00	0	\$ 143.00	\$ -
Lapel Mics	Lapel Mics	125	\$ 96.53	\$ 12,066.25	125	\$ 96.53	\$ 12,066.25
Antennas	Antennas	125	\$ 27.75	\$ 3,468.75	125	\$ 27.75	\$ 3,468.75
Holsters	Holsters	125	\$ 92.97	\$ 11,621.25	125	\$ 92.97	\$ 11,621.25
6 Bay Charger	6 Bay Charger	2	\$ 496.93	\$ 993.86	1	\$ 496.93	\$ 496.93
Removals	Removals	98	\$ 50.00	\$ 4,900.00	98	\$ 50.00	\$ 4,900.00
Installs	Installs	98	\$ 250.00	\$ 24,500.00	98	\$ 250.00	\$ 24,500.00
Split Mount Kits	Split Mount Kits	15	\$ 300.00	\$ 4,500.00	0	\$ 300.00	\$ -
Dual Control Head Install	Dual Control Head Install	5	\$ 150.00	\$ 750.00	0	\$ 150.00	\$ -
Desktop Installs	Desktop Installs	8	\$ 850.00	\$ 6,800.00	7	\$ 850.00	\$ 5,950.00
<b>Subtotals</b>				<b>\$ 728,165.41</b>			<b>\$ 672,233.97</b>
<b>Total Equipment Migration Costs</b>							<b>\$ 1,400,399.38</b>

\*Equipment to be ordered in manner to best facilitate migration to OpenSky.



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**Phone (512) 393-2205**

**AGENDA ITEM:** Discussion and possible action to consider contributing an amount not to exceed \$5,865 towards the purchase of air quality monitoring equipment in San Marcos, Texas as part of the regional air quality program at the Capital Area Council of Governments (CAPCOG).

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

**PREFERRED MEETING DATE REQUESTED: 1/24/12**

**AMOUNT REQUIRED: not to exceed \$5865**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Whisenant**

Please see the attached documents and interlocal agreement for an explanation of the air quality monitoring station and the associated shared expenses.

## Lon Shell

---

**From:** Ray Whisenant  
**Sent:** Thursday, January 19, 2012 3:26 PM  
**To:** Lon Shell  
**Subject:** FW: Interlocal Contract for Monitoring Equipment  
**Attachments:** Monitoring Equipment Interlocal Contract-Hays.docx; IPS Quote.pdf; Coastal Quote.pdf; Tanabyte Quote.pdf; Teledyne Quote.pdf; Young Instruments Quote.pdf

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**From:** Hoekzema, Andrew [<mailto:ahoekzema@capcog.org>]  
**Sent:** Thursday, January 19, 2012 2:16 PM  
**To:** Ray Whisenant  
**Cc:** Gill, Bill; Sweeney, Mark; Jennings, Sheila  
**Subject:** Interlocal Contract for Monitoring Equipment

Commissioner Whisenant:

Please review the attached proposal for an interlocal contract with Hays County for half of the cost of monitoring equipment we plan to purchase and install in the air quality monitoring station we operate in San Marcos. We are planning on purchasing and installing an ozone analyzer, data logger, and wind sensor to replace the equipment that is currently installed there, which is getting quite old.

Although we would expect the amount to invoice the County for this purchase to be \$5,232 (50% of the cost of the low bids), since our Executive Committee still needs to approve the final purchase, we put \$5,865 into the contract just in case the Executive Committee directed us to go with the highest-priced bidders on the equipment for some reason.

The contract has an attachment with more details on the monitoring site, and I have also attached the quotes we received from the various vendors. The following table shows a comparison of the costs, with the amount we are going to ask the Executive Committee to approve and the maximum amount that was bid:

	Low Bid	High Bid
Ozone	\$5,200	\$6,213
Data	\$4,186	\$4,302
Wind	\$1,078	\$1,216
Total	\$10,464	\$11,731
50%	\$5,232	\$5,865

Please let me know if you have any questions or would like any more information,. Also, if you would like Bill or me to attend the Commissioner's Court meeting next week to be available for questions, we can certainly do that too.

If you have any edits or changes (or someone else does), please send them back with "Track Changes" turned on so that we can review any changes.

Thank you so much for your support of the air quality program.

Andrew Hoekzema  
Air Quality Program Specialist  
Capital Area Council of Governments (CAPCOG)  
Phone: (512) 916-6043 \* Fax: (512) 916-6001



**CAPITAL AREA COUNCIL OF GOVERNMENTS**  
**INTERLOCAL CONTRACT FOR AIR QUALITY SERVICES**

**Art. 1. Parties and Purpose**

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operates under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. Hays County is a Texas local government that is seeking to ensure reliable, high-quality ambient air quality monitoring data is collected at CAPCOG's air quality monitor located in San Marcos.

1.3. This contract is entered into between CAPCOG and Hays County under chapter 791 of the Government Code so that Hays County can contribute funding toward the purchase and continued operation of air quality monitoring equipment in San Marcos as part of the regional air quality program at CAPCOG.

**Art. 2. Goods and Services**

2.1. CAPCOG agrees to purchase and install new ambient air quality monitoring equipment at an ambient air quality monitoring site in San Marcos described in Attachment A in this contract. The equipment may include one or more of the following pieces of equipment: an ozone analyzer, a wind sensor, or a data logger. CAPCOG agrees to provide Hays County with a copy of the receipt for the purchase of any monitoring equipment that will be paid for with funds from this contract and documentation of the installation of the equipment at the site listed in Attachment A. CAPCOG agrees to allow Hays County to inspect the monitoring site listed in Attachment A to verify installation of equipment purchased under this contract.

**Art. 3. Contract Price and Payment Terms**

3.1. Hays County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Hays County, with a total value of not to exceed \$5,865. CAPCOG will submit an invoice to Hays County upon installation of the equipment for Hays County's share of the cost of the equipment, along with a receipt for CAPCOG's purchase of the equipment and evidence of its installation at the site listed in Attachment A. This amount represents 50% of the cost of the equipment CAPCOG plans to deploy in San Marcos in 2012.

**Comment [a1]:** The actual cost is expected to be \$5,232

3.2. Hays County agrees to pay the invoice within 30 days after it receives the invoice, as required by the Prompt Payment Act, chapter 2251 of the Government Code.

**Art. 4. Effective Date and Term of Contract**

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6 or 7, or on October 31, 2012, whichever comes first.

#### **Art. 5. Nondiscrimination and Equal Opportunity**

5.1. CAPCOG and Hays County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

#### **Art. 6. Termination of Contract for Unavailability of Funds**

6.1. Hays County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

6.2. CAPCOG terminates this contract for unavailability of funds by giving Hays County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

#### **Art. 7. Termination for Breach of Contract**

7.1. If Hays County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.

7.2. Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach. **Art. 8. Dispute Resolution**

8.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.

8.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

8.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

#### **Art. 9. Notice to Parties**

9.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 9.2.

9.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Hays County's address is P.O Box 1006, San Marcos, Texas 78667, Attention: Clint "James" Garza, Development Services Department Director.

9.3. A party may change its address by providing notice of the change in accordance with Art. 9.1.

#### **Art. 10. Miscellaneous**

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

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

(b) The Attachment A is part of this contract.

10.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

10.5. This contract is executed in duplicate originals.

HAYS COUNTY,  
TEXAS

CAPITAL AREA COUNCIL OF  
GOVERNMENTS

By\_\_\_\_\_

By\_\_\_\_\_

Bert Cobb  
County Judge

Betty Voights  
Executive Director

Date\_\_\_\_\_

Date\_\_\_\_\_

**ATTACHMENT A**  
**CAPCOG AIR QUALITY MONITORING STATION INFORMATION**

The Capital Area Council of Governments ("CAPCOG") owns an ambient air quality monitoring station located at 599 Staples Road in San Marcos, Texas (Latitude: 29.8628810 degrees; Longitude: -97.9288560 degrees, elevation: 183.0 meters). This air quality monitoring station collects ambient ozone concentrations, wind speed, and wind direction during ozone season from April through October, and has been active since September 20, 2011. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 1675, and calls it "CAPCOG San Marcos Staples Road." The site's United States Environmental Protection Agency ("EPA") Site Number is 482091675.

The equipment currently installed at the site includes the following:

- One Teledyne-API ozone analyzer over 6 years old,
- One Zeno data logger over 8 years old,
- One Young Instruments Wind Sensor over 10 years old.

CAPCOG plans to replace each of these instruments with new instruments prior to the 2012 ozone season.

## **Funding Required to Fulfill CAPCOG 8-03 Flex Monitoring Commitments**

### **Current CAPCOG 8-03 Flex Plan Commitments**

- **Monitoring**
  - *Operation of 6 monitoring stations*
  - Evaluate ozone transport patterns
  - VOC sampling
- **Emissions Inventory**
  - Non-road inventory development
  - Area source inventory development
  - Coordinate on-road inventory development with CAMPO
  - Growth analysis and projections
- **Modeling & Data Analysis**
  - Conceptual model updates
  - Development of a new modeling episode
- **8-03 Flex Management & Implementation**
  - Control strategy evaluation
  - Assistance for enhancements for control measure implementation
  - Monitor permit applications and other sources for new or expanding operations in region
  - Prepare 8-03 Flex Reports

### **Local Funding Needs Summary**

- Local funding needed for monitoring equipment in 2012: **\$34,500**
- Local funding needed for monitoring operations in 2013: **\$50,600**

CAPCOG plans to fund operation of monitors through August 31, 2012, with money from the last biennium's grant (FY 2010/2011), which has been rolled over for one year. This money does not cover certain monitoring equipment CAPCOG will need to replace based on our current inventory of equipment, much of which is 10 – 20 years old.

Additionally, the legislature cut the Rider 8 grant that had been funding CAPCOG's air quality program by 50% this last session. Based on a 50% cut, CAPCOG expects to be able cover CAPCOG's staff and support expenses through the conclusion of the 8-03 Flex Plan on December 31, 2013, but not enough to cover the expected costs of fulfilling the commitment to continue operation of the region's six research air quality monitors.

## CAPCOG Costs for Maintenance and Operation of Monitors

### State FY 2012: September 2011 – August 2012:

Monitoring Site	Equipment Needed	Total Cost	Jurisdiction(s) Downwind
McKinney Roughs	Ozone, met tower, data logger	\$12,500	Austin, Travis County
Hutto	Ozone, met tower, data logger	\$12,500	Round Rock, Williamson County
San Marcos	Ozone, data logger	\$9,500	San Marcos, Hays County
<b>TOTAL</b>	<b>TOTAL</b>	<b>\$34,500</b>	

\*TCEQ will provide \$20,000 for equipment in 2012, which will be used for replacement ozone monitor and data logger at Fayette and a NO<sub>x</sub> monitor at Hutto

### Operation of Monitors in State FY 2013: September 2012 – August 2013:

Description	Sept/Oct 2012	Apr – Aug 2013	Total
McKinney Roughs	\$4,625	\$10,800	\$15,425
Hutto	\$4,825	\$11,300	\$16,125
San Marcos	\$4,625	\$10,800	\$15,425
Dripping Springs	\$4,825	\$11,300	\$16,125
Lake Georgetown	\$4,625	\$10,800	\$15,425
Fayette	\$5,025	\$11,800	\$16,825
<b>TOTAL MONITORING OPERATION COSTS</b>	<b>\$28,550</b>	<b>\$66,800</b>	<b>\$95,350</b>

Expected TCEQ Grant Funding Available for Monitoring: \$73,330

Shortfall: \$22,050

### State FY 2014: September 2013 – August 2014:

Description	Sept/Oct 2013
McKinney Roughs	\$4,625
Hutto	\$4,825
San Marcos	\$4,625
Dripping Springs	\$4,825
Lake Georgetown	\$4,625
Fayette	\$5,025
<b>TOTAL MONITORING OPERATION COSTS</b>	<b>\$28,550</b>

Expected TCEQ Grant Funding Available for Monitoring: \$0

Shortfall: \$28,550

## **Extra Contract Work That Would Be Needed for a Revamped 8-03 Flex Plan**

- Conceptual model update through 2012 ozone season
- Future year on-road emissions inventories
- Control strategy analysis
- Photochemical modeling



**COASTAL ENVIRONMENTAL SYSTEMS, INC.**

820 First Avenue South ♦ Seattle, Washington 98134  
www.CoastalEnvironmental.com

**Quotation****ZENO® Dataloggers and Wind Sensors**

Quotation Number: **JM-1210**      Date: **January 16, 2012**      Valid for **90 days**

**Prepared for:**

Andrew Hoekzema  
CAPCOG  
Austin, TX

**Prepared by:**

James McGregor, Products Mgr.  
Direct: (206) 521-1355 or (800) 488-8291  
Fax: (206) 682-5658  
JMcGregor@CoastalEnvironmental.com

**Terms:** Net 30**Delivery:** NLT March 30 - 45 Days ARO**Shipping:** Prepaid/Add, FOB Destination

*Coastal Environmental System, Inc. is an  
ISO 9001:2008 Certified company*

P/N	Datalogger Description	Cost	Qty.	Ext. Cost
S9481	ZENO-3200 DATALOGGER for Air Quality and Meteorological Monitoring: 32-bit microcontroller, Motorola 68332, 16MHz, Full floating point arithmetic, 256Kb data storage memory FLASH MEMORY	\$ 3,552.00	4 Ea.	\$ 14,208.00
S1214Z	ZENO®3200 FULL SERIAL I/O		4 Ea.	Included
S1110Z	EXPANSION board for additional analog inputs (32 single ended or 16 differential)	750.00	4 Ea.	3,000.00
S1073	SUPER TRANSIENT protection. This should be added for areas that are high in lightning potential or extremely noisy electrical environments.		4 Ea.	Included
S9036	Memory, data Storage 512 Kbytes		4 Ea.	Included
S1122Z	Cable, Communications, 10 ft, DE9M to DB25F		4 Ea.	Included
S1288	ZENOSOFT - Operating system software for ZENO®-3200. Contains menus and parameter setups for sensors, processes and data outputs. TCEQ FIRMWARE		4 Ea.	Included
P/N	Wind Sensor Description	Cost	Qty.	Ext. Cost
S1100Z	SENSOR- WIND MONITOR, RMY AQ – Suitable for EPA Air Quality applications. Propeller type wind speed and direction sensor, including integration, electrical and mechanical connector.	\$ 1,216.00	3 Ea.	\$ 3,648.00

**SUB-TOTAL: \$ 20,856.00****GRAND TOTAL:** (Add Options)

TANABYTE ENGINEERING INC  
12738 BRAMFIELD DRIVE  
RIVERVIEW, FLORIDA 33579  
USA

# QUOTATION

PAGE NO.

QUOTATION NO.

1 of 1

Q1201-005

B Capital Area Council of Government  
I 6800 Burleson Road  
L Building 310, Suite 165  
T Austin, TX 78744  
O

Fax: 512 916 6001

S Capital Area Council of Government  
H 6800 Burleson Road  
I Building 310, Suite 165  
P Austin, TX 78744  
T  
O

Tel: 512 916 6043

DATE

PAYMENT TERMS

DELIVERY TERMS

F.O.B.

January 6, 2012

Net 30

30 Days ARO

Tampa

ATTENTION

SHIPPING TERMS

Andrew Hoekzema

Tanabyte pays for Shipping & Insurance

ITEM NO.	TEI PART NO.	DESCRIPTION	QUANTITY	LIST PRICE	DISCOUNT %	TAX	CUSTOMER UNIT PRICE	EXTENDED PRICE
1	SA2-722	Tanabyte US EPA Approved Ozone Analyzer Chassis Configuration: Rack Mountable	3				5,200.00	15,600.00

## QUOTATION

Signed

Date



1/6/12

ORIGINAL

NET TO TANABYTE

TOTAL

15,600.00


**TELEDYNE**  
**ADVANCED POLLUTION INSTRUMENTATION**  
 A Teledyne Technologies Company

9480 Carroll Park Drive San Diego, CA 92121-5201 Phone 858-657-9800 Fax 858-657-9816 Email [api-sales@teledyne.com](mailto:api-sales@teledyne.com)  
 Remit to address: File 56866; Los Angeles, CA 90074-6866

Company: Capital Area Council of Governments (CAPCOG) TX  
 Attention: Andrew Hoekzema  
 Address: 6800 Bursen Road Bldg. 310 Ste. 165  
 City, State, & Zip: Austin, TX 78744  
 Phone: 512 916-6043  
 Fax: 512 916-6001  
 Email: [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org)

Date Quoted: January 13, 2012  
 Quote Number: 011312CD2A  
 FOB: Destination  
 Payment Terms: NET 30 OAC\*  
 Delivery on site by: 3/29/2012

All totals are in U.S. Dollars

IN ANSWER TO YOUR REQUEST, WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

ITEM	P/N	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
1	070400000	3	<b>MODEL T400 UV ABSORPTION O<sub>3</sub> ANALYZER</b> Ranges: 0-100 ppb to 0-10 ppm Includes: Internal Pump, Particulate Filter <b>NEW! - TWO YEAR STANDARD WARRANTY</b> <i>TAPI Customer Service support by phone, fax, or email for the life of the instrument</i> <b>CUSTOMER NEEDS TO SPECIFY:</b> Specify Range #1 0-_____ PPB or PPM (SINGLE RANGE) Optional - Specify Range #2 0-_____ PPB OR PPM (AUTO OR DUAL RANGE) Analog output 0-1V (A1, A2, A4) Standard POWER: 100-120V/60HZ	\$6,112.50	\$18,337.50
2		3	Estimated shipping via FedEx ground Please Contact Factory for Additional Extended Warranty Fees (1) Extended Warranties are NET PRICE, NOT DISCOUNTABLE and MUST BE ORDERED at the time of instrument purchase.	\$100.00	\$300.00
<b>NET TOTAL</b>					<b>\$18,637.50</b>

THIS QUOTATION IS VALID UNTIL:

March 18, 2012

All Options including **No Charge Options** must be listed on purchase orders to be included

WITHOUT A SPECIFIC EXPIRATION DATE ABOVE, THIS QUOTATION IS MADE FOR IMMEDIATE ACCEPTANCE.

PLEASE ADDRESS ALL PURCHASE ORDERS TO **Teledyne Advanced Pollution Instrumentation, a business unit of Teledyne Instruments, Inc.**

\* ON APPROVED CREDIT

QUOTED BY: Cristina Decker



**R. M. YOUNG COMPANY**  
2801 Aero Park Drive  
Traverse City, Michigan 49686-9171 USA  
Tel: (231) 946-3980 Fax: (231) 946-4772  
Email: met.sales@youngusa.com

**QUOTATION**

Quotation Number: **Q000015860**  
Quotation Date: 17-Jan-12  
Valid Until: 17-Mar-12  
Page: 1 of 1

To: (P55 )  
CAPITAL AREA COUNCIL OF GOVERNMENTS  
6800 BURLESON ROAD  
BUILDING 310, SUITE 165  
AUSTIN TX 78744

ESTIMATED SHIPMENT			REFERENCE	SHIPPING TERMS	PAYMENT TERMS	
2 WEEKS ARO			EMAIL OF 17 JAN	EX WORKS FACTORY	1%15/NET 30	
LINE	QTY	ITEM			UNIT PRICE	NET AMOUNT
1	3 EA	05305	WIND MONITOR-AQ		1,054.00	3,162.00

Above pricing includes all applicable discounts.

Dennis F. Sanderson

**SHIPPING NOT INCLUDED**

**Total U.S. Funds: 3,162.00**

## *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**

**AGENDA ITEM:** Discussion and possible action to authorize Mark Kennedy, Legal Counsel, to select and retain outside counsel to provide legal services related to County Bond issues.

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

**PREFERRED MEETING DATE REQUESTED:** 1/24/12

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Cobb

## *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: discussion of issues related to a right of way acquisition of parcels on FM 1626. Action may follow in open court.

**TYPE OF ITEM:** EXECUTIVE

**PREFERRED MEETING DATE REQUESTED:** January 24, 2012

**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:**

Summary and backup 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:** January 24, 2012

**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 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Stellar Plastics, Inc. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** January 24, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

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