

**Commissioners Court -February 14, 2012  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at 9:00 A.M. on the 14<sup>th</sup> day of February, 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**

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

|   |       |  |
|---|-------|--|
| 1 | 3     | Approve payments of county invoices. <b>HERZOG</b>   |
| 2 | 4-9   | Approve Commissioners Court Minutes of January 25 and 31, 2012. <b>COBB/GONZALEZ</b>   |
| 3 | 10-21 | Approve on-line auction with Rene Bates Auctioneers of (1) non-repairable Freightliner semi tractor (salvage), (1) hydraulic air compressor, and (1) frontend loader, which are no longer of use to the road Department. <b>COBB/BORCHERDING</b> |
| 4 | 22-24 | Amend the GDEM CERT grant budget for the purchase of one projector for \$1,479, two printers for \$319 each, and two laptops for \$1,367 each. <b>COBB/TURNER</b>  |
| 5 | 25-44 | Approve specifications for RFP 2012-P03 Bank Depository and authorize Purchasing to solicit for proposal and advertise. <b>COBB/TUTTLE/MAIORKA</b>   |
| 6 | 45-48 | Amend the budget of Department of Public Safety-License & Weights for scale repair from Countywide self insurance. <b>CONLEY</b>   |
| 7 | 49-52 | Accept the delivery of the Internal Examination Report for the District Clerk's Office. <b>COBB</b>  |

**ACTION ITEMS**

**ROADS**

|    |       |  |
|----|-------|--|
| 8  | 53-58 | Discussion and possible action to accept donated road building materials from TxDOT with a value of approximately \$60,000. <b>COBB/BORCHERDING</b>  |
| 9  | 59-68 | Discussion and possible action to authorize the County Judge to execute a Capital Improvements Agreement with the City of San Marcos and Cottonwood Creek JDR, Ltd. <b>INGALSBE</b>  |
| 10 | 69-76 | Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County, the Wimberley Springs Community Association of Hays County, Inc., and Wimberley Springs Partners, Ltd., related to the dedication of roadways in the Woodcreek North Subdivision. <b>CONLEY</b> |

**SUBDIVISIONS**

|    |       |  |
|----|-------|--|
| 11 | 77-95 | 11-4-17 Avana Phase I (93 lots); Discussion and possible action to approve preliminary plan; consider variances from Table 721.02 of the Hays County Development Regulations. <b>JONES/MCINNIS</b> |
|----|-------|--|

**MISCELLANEOUS**

|    |        |  |
|----|--------|--|
| 12 | 96-102 | Discussion and possible action to accept the annual racial profile report from Constable Precinct 3. <b>CONLEY/AYRES</b>   |
| 13 | 103    | Discussion and possible 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 17401 North IH 35, Buda, Texas. <b>JONES/GARZA</b>                             |
| 14 | 104    | Discussion and possible action to temporarily allow (2) District Attorney's Office employees to exceed 60 total hours of compensatory time, as they implement a plan to reduce total hours of compensatory time by the end of FY 2012. <b>COBB</b> |

|    |         |   |
|----|---------|---|
| 15 | 105-107 | Discussion and possible action to make changes to the current policies and procedures for the budget amendment process. <b>COBB/HERZOG</b>  |
| 16 | 108-109 | Discussion and possible action to promote and fund Health Check 2012 for Hays County employees and eligible dependents and authorize payroll deduction of additional fees for optional services employees may elect. <b>COBB/BAEN</b> |
| 17 | 110-123 | Discussion and possible action to approve expenditure for roof repair and/or replacement at the LBJ Museum, a county owned facility. <b>INGALSBE</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.

|    |     |   |
|----|-----|---|
| 18 | 124 | 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 a new location for the Hays County Precinct 2 Offices. Possible action to follow. <b>JONES</b>                     |
| 19 | 125 | Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along FM 1626 in Precinct 2. Possible action may follow in open Court. <b>JONES</b>   |
| 20 | 126 | Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition on Crystal Meadow Drive in Precinct 2. Possible action may follow in open Court. <b>JONES</b>  |
| 21 | 127 | Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition along Ranch Road 12 in Precinct 3. Possible action may follow in open Court. <b>CONLEY</b>   |
| 22 | 128 | 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. Possible action may follow in open court. <b>COBB</b> |
| 23 | 129 | Executive Session pursuant to Sections 551.074 of the Texas Government Code: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal related to the Personal Health Director. <b>COBB</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.

|    |  |
|----|--|
| 24 | Discussion and possible action related to the burn ban and/or disaster declaration. <b>COBB/CHAMBERS</b>   |
| 25 | 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> |
| 26 | 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>   |
| 27 | 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 10<sup>th</sup> day of February, 2012

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

**CLERK OF THE COURT**

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

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

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

**PREFERRED MEETING DATE REQUESTED: 2/14/12**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog**

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9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF JANUARY 25, 2012 AND JANUARY 31, 2012.**

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

**PREFERRED MEETING DATE REQUESTED: FEBRUARY 14, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**



JANUARY 25, 2012

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VOLUME U PG 779

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 25<sup>TH</sup> DAY OF JANUARY A.D., 2012, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

|                          |                      |
|--------------------------|----------------------|
| DEBBIE GONZALES INGALSBE | COMMISSIONER, PCT. 1 |
| MARK JONES               | COMMISSIONER, PCT. 2 |
| RAY O. WHISENANT JR      | COMMISSIONER, PCT. 4 |
| LIZ G. GONZALEZ          | COUNTY CLERK         |

WITH COMMISSIONER PCT 3 WILL CONLEY AND COUNTY JUDGE ALBERT H. COBB JR. ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

JOINT WORKSHOP WITH HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 5 TO INCLUDE DISCUSSION ON HOW BEST TO PROVIDE EMERGENCY SERVICES AND WORK WITH THE HAYS COUNTY COMMISSIONERS WHOSE PRECINCTS ARE SERVED BY THIS DISTRICT, AND TO DISCUSS LEGISLATION, REQUIREMENTS, RESPONSIBILITIES AND DUTIES OF THE DISTRICT AND HAYS COUNTY COMMISSIONERS COURT

This is a joint workshop with Hays County Emergency Services District No 5 and the Hays County Commissioners. Commissioner Jones Precinct 2 thanked everyone for coming to the meeting. Commissioner Whisenant Precinct 3 spoke of the Resolution adopted on January 3, 2012 Commissioners Court regarding appointments to Emergency Service Districts. Commissioner Ingalsbe Precinct 1 suggested that the Commissioners and County Judge would like to receive a copy of the ESD Agenda to stay informed of what is being discussed. Emergency Service District Member Beth Smith spoke of the importance of working together in case of Emergency.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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 25, 2012.




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





STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 31<sup>ST</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        | COUNTY JUDGE         |
| DEBBIE GONZALES INGALSBE | COMMISSIONER, PCT. 1 |
| MARK JONES               | COMMISSIONER, PCT. 2 |
| WILL CONLEY              | COMMISSIONER, PCT. 3 |
| RAY O. WHISENANT JR      | COMMISSIONER, PCT. 4 |
| LIZ G. GONZALEZ          | COUNTY CLERK         |

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

**27855 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$1,646,425.24 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

**27856 APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 20 AND 24, 2012**

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve Commissioners Court minutes of January 20 and 24, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**27857 AUTHORIZE THE PAYMENT OF \$18,620 FROM THE TOBACCO SETTLEMENT FUND TO TEXHEALTH CENTRAL TEXAS, INC. IN ACCORDANCE WITH THE LETTER AGREEMENT DATED AUGUST 11, 2009**

This Letter Agreement is between Hays County and TexHealth Central Texas, Inc. The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, including the County, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis. On August 1, 2009, the Hays County Commissioners Court approved participation in the initial capitalization of a small employer health coverage program in an amount up to \$32,550 for the first year to cover the projected Hays County portion of the capitalization costs for the project, including reserves, start-up, and reinsurance expenses, with \$36,401 and \$18,620 for the seconded and third years respectively. Amount required \$18,620 Tobacco Settlement Fund 121-752-00.5340. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to authorize the payment of \$18,620 from the Tobacco Settlement Fund to TexHealth Central Texas, Inc. in accordance with the Letter Agreement dated August 11, 2009. All voting "Aye". MOTION PASSED

**27858 ACCEPT DONATION OF \$500 TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH PROGRAM AND AMEND THE BUDGET ACCORDINGLY**

The Sherriff's Office received a donation in the amount of \$500.00 and request to deposit into to line item 052-618-00.4610/Contributions. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept donation of \$500 to the Sheriff's Office Community Outreach Program and amend the budget accordingly. All voting "Aye". MOTION PASSED

**27859 APPROVE SPECIFICATIONS FOR RFP #2012-P02 LOCAL FOOD & CATERING SERVICES FOR THE HAYS COUNTY GOVERNMENT CENTER AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSAL AND ADVERTISE WITH MINOR PROVISIONS**

Bob Hinkle of Broadus & Associates spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP #2010-P02 Local Food & Catering Services for the Hays County Government Center and authorize Purchasing to solicit for proposal and advertise with minor provisions. All voting "Aye". MOTION PASSED



JANUARY 31, 2012

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**27860 APPROVE SPECIFICATIONS FOR IFB #2012-B02 ROW FENCING FOR MT. GAINOR ROAD AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE**

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve specifications for IFB# 2012-B02 ROW Fencing for Mt Gainor Road and authorize Purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

**27861 AUTHORIZE THE COUNTY JUDGE TO APPROVE THE PROPOSED CARRY-FORWARD APPLICATION FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT IN THE AMOUNT OF \$23,474.00**

DSHS is restoring \$23,474.00 they had previously deducted from the Public Health Emergency Preparedness grant. On August 9, 2011 the Commissioners Court executed the FY 2012 PHEP contract with the Department of State Health Services (DSHS) for \$122,428.00 with a \$12,243.00 match. Additional "carry-forward" funding is now available to Local Health Departments, and will be considered an amendment to the FY 2012 PHEP Contract. The carry-forward funding increases the total award to \$145,902.00 and the total required match (10%) to \$14,590.00. The original FY 2012 PHEP funding term is August 1, 2011 through July 31, 2012. Carry-forward funding will be available from March 1, 2012 – July 31, 2012. Amount required \$2,347.00 already budgeted in Personal Health. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to approve the proposed carry-forward application for the Public Health Emergency Preparedness (PHEP) grant in the amount of \$23,474.00. All voting "Aye". MOTION PASSED

**27862 APPROVE RENEWAL OF THE AGREEMENT BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT (PHD) AND THE HAYS COUNTY FOOD BANK**

This is a renewal of an existing agreement between the PHD and the Hays County Food Bank. The Food Bank provides information and referrals for their clients. The PHD works with the Food Bank on seasonal projects, such as food drives, Thanksgiving dinners and Christmas assistance. The agreement is effective 2012 through 2013. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve renewal of the agreement between Hays County Personal Health Department (PHD) and the Hays County Food Bank. All voting "Aye". MOTION PASSED

**27863 AUTHORIZE AN INCREASE IN REVENUE AND EXPENDITURES FOR THE DISTRICT ATTORNEY DRUG FORFEITURE BUDGET FOR FUNDS RECEIVED FROM FORFEITURE PROCEEDS AND BUDGET THE USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO TEMPORARY FORENSIC ANALYST POSITION AS WELL AS OTHER OPERATING EXPENSES AND AMEND THE BUDGET ACCORDINGLY**

Amount required \$53,000.00. Increase Revenue: 081-607-00.4514 – Forfeiture Proceeds: (53,000); Budget Expense: 081-607-00.5021 – Staff Salaries: 6,697 Budget Expense: 081-607-00.5101\_100 – Fica: 432 Budget Expense: 081-607-00.5101\_200 – Medicare: 101 Budget Expense: 081-607-00.5211 – Office Supplies: 611 Budget Expense: 081-607-00.5448 – Contract Services: 42,389 Budget Expense: 081-607-00.5501 – Travel: 2,500. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize an increase in revenue and expenditures for the District Attorney Drug Forfeiture budget for funds received from forfeiture proceeds and budget the use of those funds for direct expenses related to the temporary forensic analyst position as other operating expenses and amend the budget accordingly. All voting "Aye". MOTION PASSED

**27864 APPROVE THE RE-APPOINTMENT OF MIKE FULTON TO THE ESD #5 BOARD FOR A TWO YEAR TERM ENDING DECEMBER 31, 2013**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the re-appointment of Mike Fulton to the ESD #5 Board for a two year term ending December 31, 2013. All voting "Aye". MOTION PASSED

**27865 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON FOSTER PLACE (CR-125)**

Judge Cobb opened public hearing. No public input. Judge Cobb closed public hearing. Jerry Borcherting Transportation Director gave staff recommendation. This is to establish a speed limit of 25 MPH on Foster Place (CR 125), between Mathias Lane and Goforth Rd. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to establish traffic regulations on Foster Place (CR 125). All voting "Aye". MOTION PASSED



**27866      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND DR. CHARLES P. ANDERSON, FOR MEDICAL SERVICES IN THE LAW ENFORCEMENT CENTER**

Julie Villalpando spoke. The Hays County Sheriff's Office maintains contracts with 2 or more doctors for assessment and treatment of inmates in the Hays County Jail. Dr. Anderson's contract replaces the contract with Dr. Michael Moore, who recently stepped down. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Charles P. Anderson, for medical services in the Law Enforcement Center. All voting "Aye". MOTION PASSED

**27867      APPOINT DR. A. LANE LEE, MD. TO THE TEXHEALTH CENTRAL TEXAS BOARD OF DIRECTORS FOR A TWO YEAR TERM TO EXPIRE DECEMBER 31, 2013**

Dr. Lee will fill the position formerly held by Ray Hernandez. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to appoint Dr. A. Lane Lee M.D. to the TexHealth Central Texas Board of Directors for a two year term to expire December 31, 2013. All voting "Aye". MOTION PASSED

**Clerk's Note Agenda Item #14 RE: A PPROVE EXPENDITURE FOR ROOF REPAIR AND/OR REPLACEMENT AT THE LBJ MUSEUM, A COUNTY OWNED FACILITY – was pulled**

**27868      AUTHORIZE INSTITUTIONAL OSSF PERMIT AND GRANT A VARIANCE TO SECTION 10-M(B) OF THE HAYS COUNTY RULES FOR ON-SITE FACILITIES AT 1761 BEBEE ROAD, KYLE TEXAS**

Clint Garza Development Services Director spoke. Tomas Solis is proposing an on-site sewage facility to serve a newly renovated 1500 sq. ft event center at 1761 Bebee Road in Precinct 1. The property is 11.2 acres. Water will be supplied by Public Water Supply. This system will replace an existing unpermitted on-site sewage facility. This OSSF is an advanced system in which the effluent will be pumped to a low pressure dosed drainfield. The system is designed to treat and dispose of a maximum of 320 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 25%. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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 1761 Bebee Road, Kyle, Texas. All voting "Aye". MOTION PASSED

**27869      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) BETWEEN THE VILLAGE OF BEAR CREEK AND HAYS COUNTY REGARDING ROAD REPAIR AND MAINTENANCE**

Special Counsel Mark Kennedy and Transportation Director Jerry Borcharding spoke. The ILA between the Village of Bear Creek and Hays County lays out a procedure for the County to perform road repair and maintenance on behalf of Bear Creek. Under the ILA, Bear Creek will reimburse the County for work performed on selected roadway projects. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute an Interlocal Agreement (ILA) between the Village of Bear Creek and Hays County regarding road repair and maintenance. All voting "Aye". MOTION PASSED

**27870      APPOINT THOMAS TALCOTT TO THE HAYS COUNTY TRANSPORTATION COMMITTEE TO REPLACE MICHAEL MOELLER**

The Hays County Transportation Committee would like to appoint Thomas Talcott to replace Michael Moeller who has resigned this position effective January 9, 2012. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to appoint Thomas Talcott to the Hays County Transportation Committee to replace Michael Moeller. All voting "Aye". MOTION PASSED





JANUARY 31, 2012

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**27871 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON FM 110**

Court convened into executive session at 10:32 am and reconvened into open court meeting at 10:40 am. In Executive Session were Judge Cobb, Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Special Counsel Mark Kennedy, and Ellie Dietz. A motion was made by Judge Cobb seconded by Commissioner Whisenant to authorize County Judge to execute a Dedication Deed transferring 0.4777 acres to TxDot for Right of Way on FM 110. All voting "Aye". MOTION PASSED

**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. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT**

Court convened into executive session at 10:00 am and reconvened into open court meeting at 10:32 am. In Executive Session were Judge Cobb, Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Special Counsel Mark Kennedy, Transportation Director Jerry Borcharding and Lon Shell. No action taken.

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

Burn Ban will remain lifted. Judge mentioned that while burn ban is lifted people should burn what they need but to use extreme caution.

**Clerk's Note Agenda Item #21 RE:** DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT - **was pulled**

**Clerk's Note Agenda Item #22 RE:** DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR - **was pulled**

**Clerk's Note Agenda Item #23 RE:** DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE - **was pulled**

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 31, 2012.



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 Fax (512) 393-2282

**AGENDA ITEM: Approval to hold on-line auction with Rene Bates Auctioneers of (1) non-repairable Freightliner Semi Tractor (salvage), (1) hydraulic air compressor and (1) Frontend Loader, no longer of use for the Road Department.**

|                   |   |  |   |
|-------------------|---|--|---|
| <b>CHECK ONE:</b> | <input checked="" type="checkbox"/> <b>XCONSENT</b> | <input type="checkbox"/> <b>ACTION</b>       | <input type="checkbox"/> <b>EXECUTIVE SESSION</b> |
|                   | <input type="checkbox"/> <b>WORKSHOP</b>            | <input type="checkbox"/> <b>PROCLAMATION</b> | <input type="checkbox"/> <b>PRESENTATION</b>      |

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Borcharding

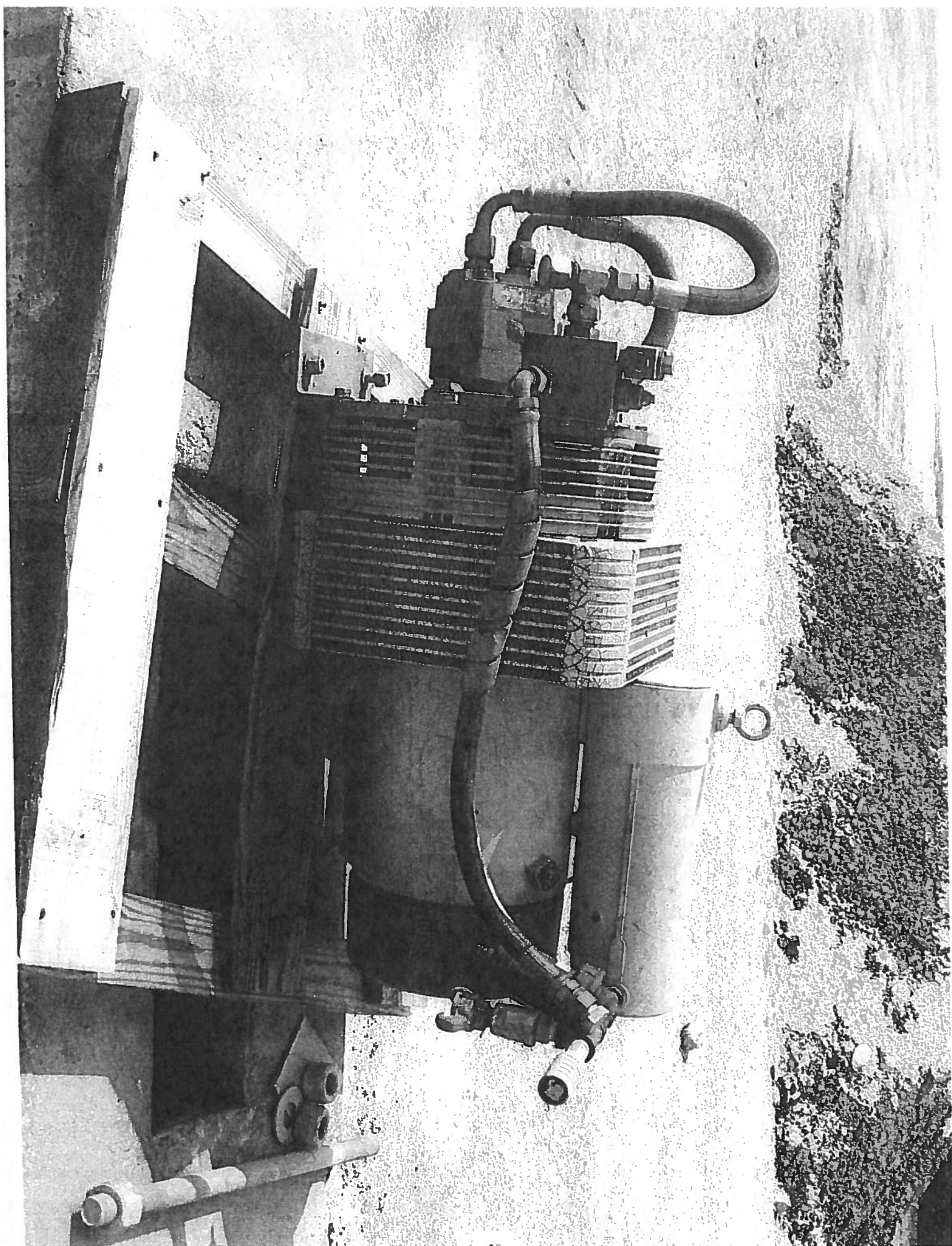
**SPONSORED BY:**

**SUMMARY:** See attached

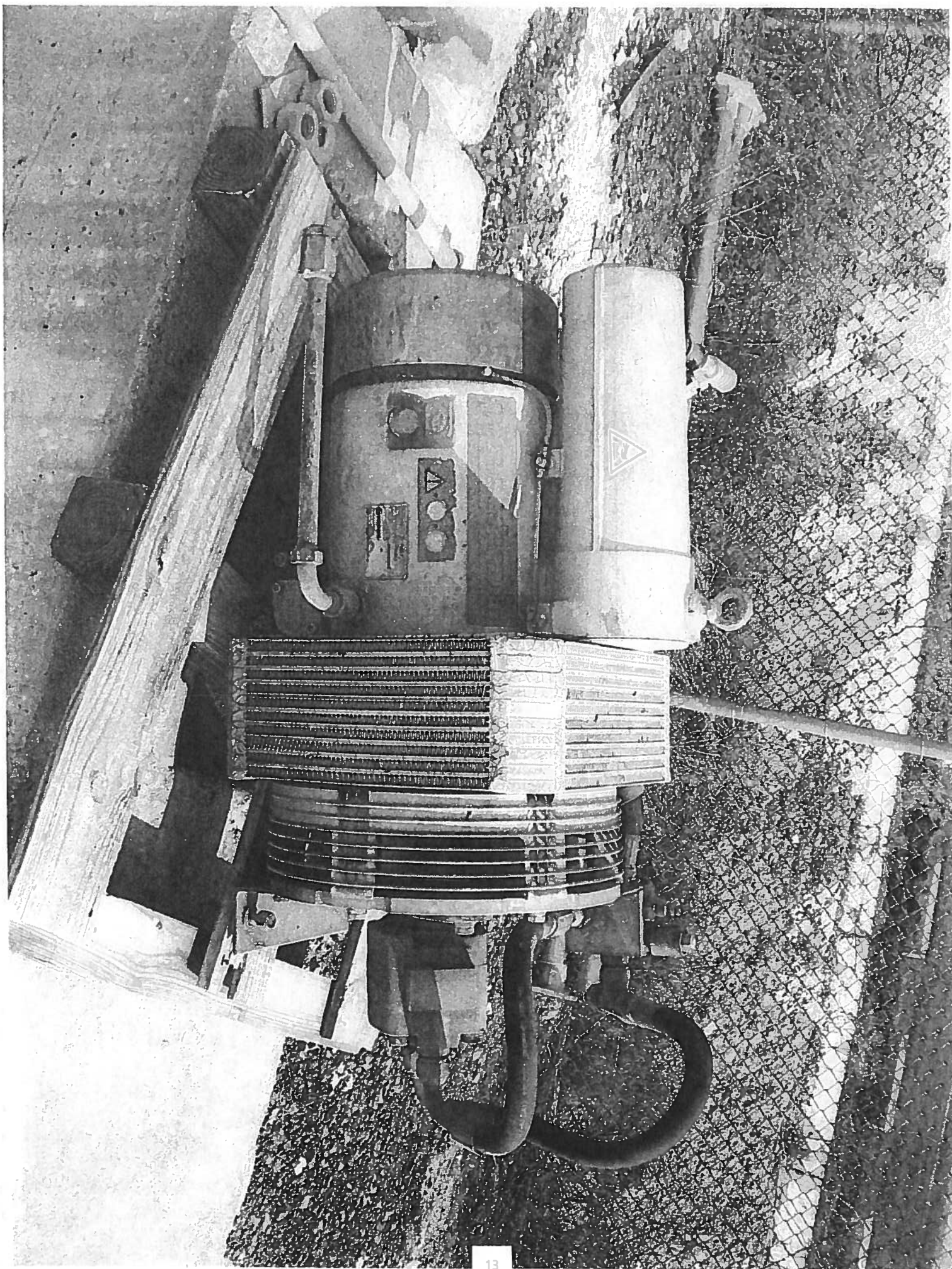
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model M 86 E  
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Yr. 2008

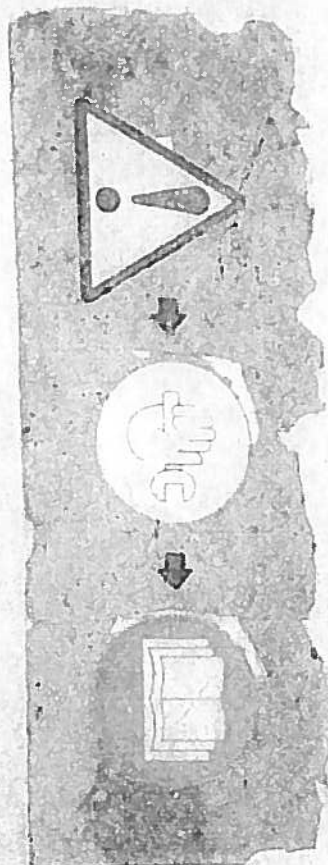
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Model FLD12064ST  
Vin # 1FUHDCYBOSH670210  
Engine Cummins N14  
TRANS 10 speed Fuller

1986 FIAT FRONT END LOADER  
Model FA9B  
Serial # N620205  
ENGINE 4cylinder Diesel  
TRANS  
HRS 2243







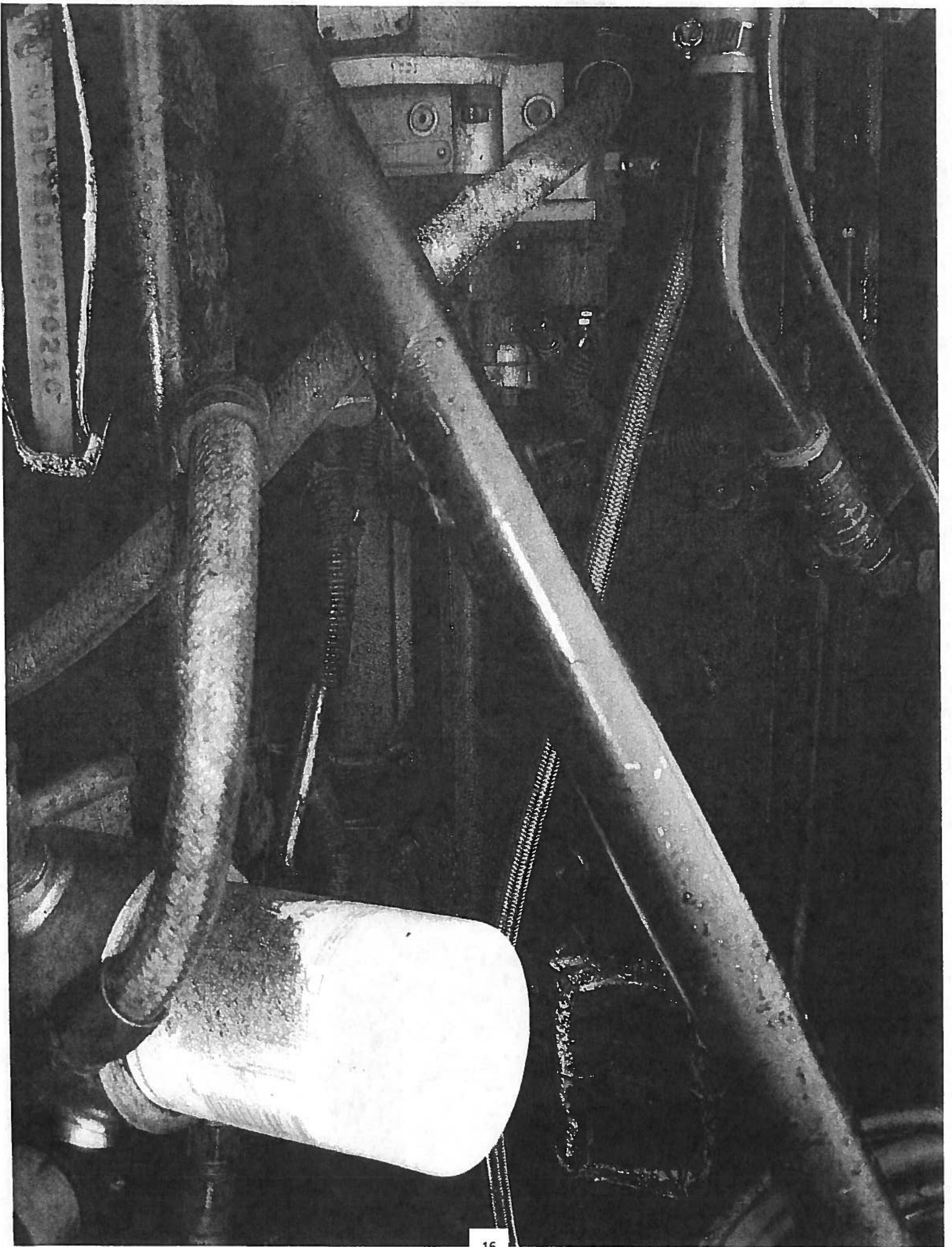


|             |            |
|-------------|------------|
| MODELLO     | M 86 E     |
| (model)     |            |
| MATRICOLA   | 113788     |
| (serial no) |            |
| CODICE      | IRAM00000A |
| (code p/n)  |            |

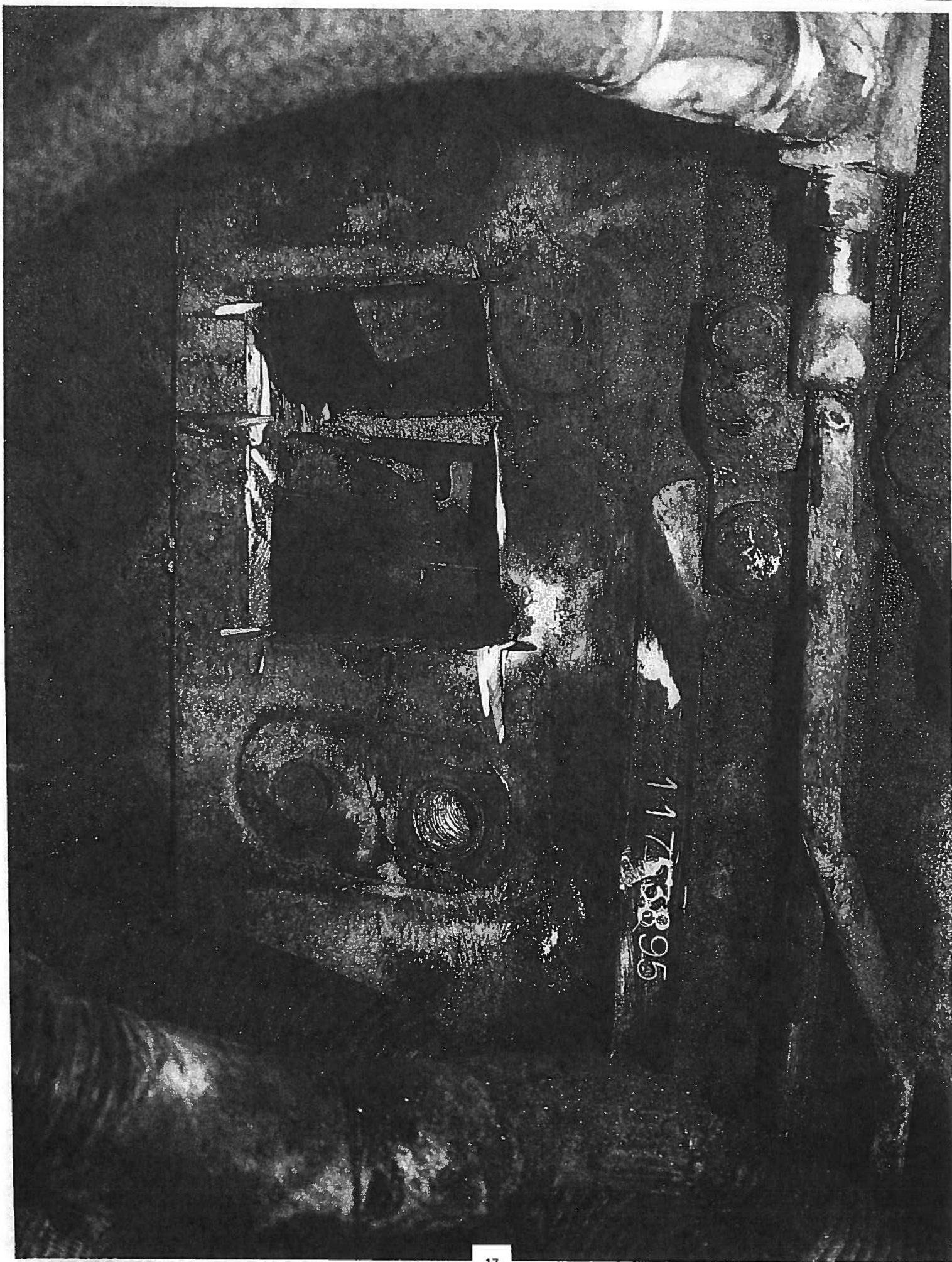
 **Mastrotto**  
S.p.A. - Via S. Pietro 10 - 20090 Vimodrone (MI) - ITALIA  
http://www.mastrottoimpianti.com



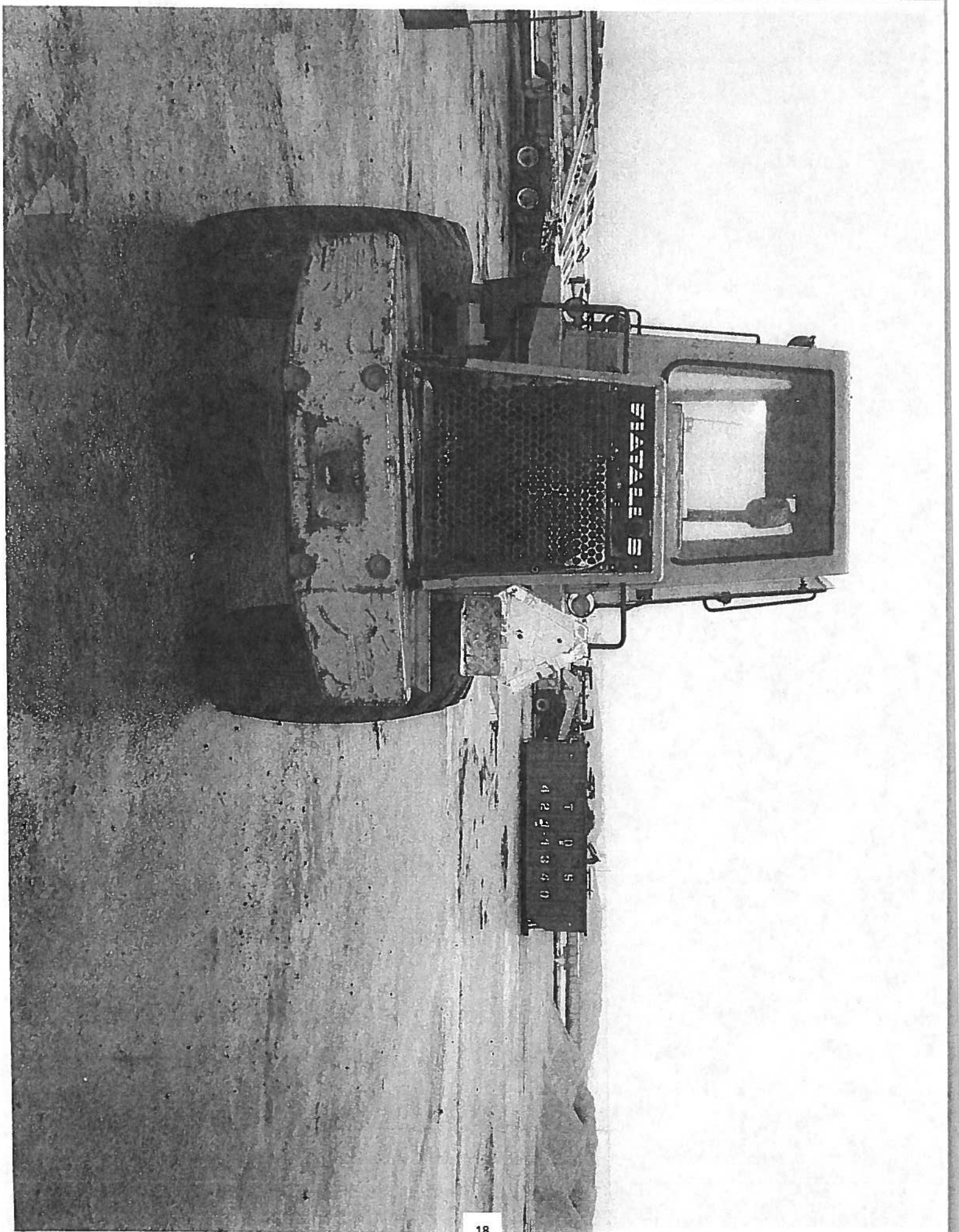






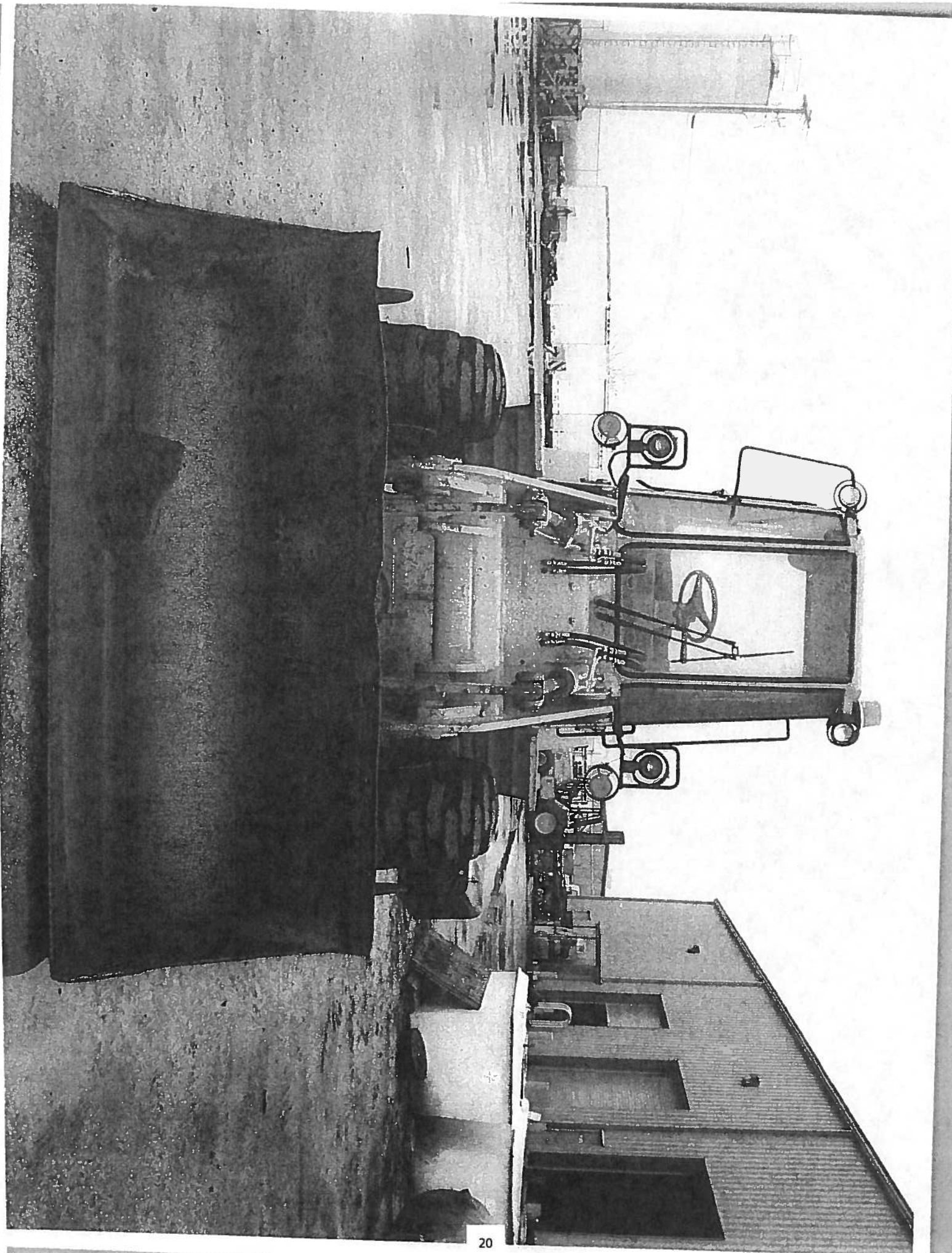


11753895













## *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 the GDEM CERT grant budget for the purchase of one projector for \$1,479, two printers for \$319 each, and two laptops for \$1,367 each.**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED: \$4,462.00 (already budgeted in the CERT cost center)**  
**389.00 (already budgeted in Emergency Management)**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-656-99-064.5712\_400 \$4,851.00**

**REQUESTED BY: Jeff Turner**

**SPONSORED BY: Judge Bert Cobb, M.D.**

#### **SUMMARY:**

The granting agency approved the purchase of one projector, two printers, and two laptops that were part of the original grant application. Each piece of equipment comes with a 3-year warranty expense, which will not be covered by the grant. The cost of the warranties (\$389.00) will come out of the Emergency Management budget and serve as a voluntary match.

#### **Budget Amendment;**

|  |              |
|--|--------------|
| 001-656-00.5201 general supplies                 | (\$389.00)   |
| 001-656-99-064.5201 general supplies             | (\$1,997.00) |
| 001-656-99-064.5211 office and computer supplies | (\$359.00)   |
| 001-656-99-064.5303 professional and admin fees  | (\$560.00)   |
| 001-656-99-064.5472 office rent                  | (\$1,546.00) |
| 001-656-99-064.5712_400 computer equip           | \$4,851.00   |

**DESCRIPTION OF Item:** Amend the GDEM CERT grant budget for the purchase of one projector for \$1,479, two printers for \$319 each, and two laptops for \$1,367 each.

**PREFERRED MEETING DATE REQUESTED:** February 14, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$\$4,462.00 (already budgeted in the CERT cost center)

389.00 (already budgeted in Emergency Management)

**LINE ITEM NUMBER:** 001-656-99-064.5712\_400 \$4,851.00

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** See budget amendment to allocate existing funding into the proper line items.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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



FUND NO. 001  
FUND TITLE: GENERAL FUND

| <u>Line Item Expenditures</u>                     | <u>Appropriation<br/>before<br/>Amendment</u> | <u>Amendment</u> |                  | <u>Appropriation<br/>as<br/>Amended</u> |
|---|---|------------------|------------------|---|
|   |   | <u>Increases</u> | <u>Decreases</u> |   |
| <u>Dept of Public Safety-L&amp;W (651):</u>       |   |                  |                  |   |
| 001-651-00.5411           Eqpt Maint              | 2,141   | 2,350            |                  | 4,491                                   |
| <u>Countywide (645):</u>                          |   |                  |                  |   |
| 001-645-00.5342           Self Insurance          | 150,000                                       |                  | (2,350)          | 147,650                                 |
| Transfer for scale repairs from Countywide        |   |                  |                  |   |
| <u>GDEM/Cert 2010 Grant (656-99-064):</u>         |   |                  |                  |   |
| 001-656-99-064.5712_400   Computer Eqpt           | 0   | 4,851            |                  | 4,851                                   |
| 001-656-99-064.5201       General Supplies        | 7,840   |                  | (1,997)          | 5,843                                   |
| 001-656-99-064.5211       Office Supplies         | 1,274   |                  | (359)            | 915                                     |
| 001-656-99-064.5303       Professional/Admin Fees | 560   |                  | (560)            | 0                                       |
| 001-656-99-064.5472       Office Rent             | 2,533   |                  | (1,546)          | 987                                     |
| <u>Emergency Management (656):</u>                |   |                  |                  |   |
| 001-656-00.5201           General Supplies        | 2,950   |                  | (389)            | 2,561                                   |

Transfer approved by agency; projector, printers & laptops for grant with balance as voluntary match from EMC/County budget



## *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 specifications for RFP 2012-P03 Bank Depository and authorize Purchasing to solicit for proposal and advertise.**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Maiorka/Tuttle**

**SPONSORED BY:**

**SUMMARY: See attached**



**HAYS COUNTY BANK DEPOSITORY  
CONTRACT  
Bid # 2012-P03**

**Hays County, Texas**

**Due Date: March 15, 2012 no later than 2:00 p.m.**

# **ARTICLE I**

## **SPECIFICATIONS AND CONDITIONS**

Bid award is for establishing a four (4) year depository contract for Hays County, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

### **1.1 PURPOSE**

Hays County is requesting bids from qualified vendors to serve as depository for the County.

### **1.2 CONTACTS**

- A. Any questions or request for clarification concerning the depository requirements of this bid prior to the bid deadline should be directed in writing to Michele Tuttle, Hays County Treasurer, 712 South Stagecoach Trail, Suite 1094, San Marcos, Texas 78666.
- B. Any questions concerning the preparation of bids or bid submittals prior to the bid acknowledgement date should be directed to Cindy Maiorka, Hays County Purchasing Agent, 512-393-2273.
- C. Hays County expressly requests that proposers not discuss this engagement or the bank's plans, experience or credentials with other banks or any member of the Hays County Commissioners' Court unless requested by the County Treasurer to make an official presentation at an open Commissioners' Court meeting.

### **1.3 BID CONDITIONS**

- A. Bids received after the date and time specified on the "Notice to Bidder" shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail carrier, etc. Hays County does not accept faxed bids.
- B. Bids cannot be altered or amended after closing date. Alterations made before closing must be initialed by bidder guaranteeing authenticity. Bids may not be withdrawn after bid closing date and bidders so agree upon submittal of their bid.
- C. Bids will be received and publicly acknowledged at the location, date and time identified in the "Notice to Bidders". Bidders, their representatives and interested persons may be present. Bids will be publicly opened but not read aloud. Bids shall remain valid for a period of ninety (90) days from the date and time identified in the "Notice to Bidder".
- D. By submitting a bid, the bidder certifies that he has fully read and understands the "Invitation for Bid" and has full knowledge of the scope, quantity and

quality of the services to be furnished and intends to adhere to the provisions described herein.

- E. The bidder shall furnish any additional information as Hays County may require. The County reserves the right to make investigation of the bidder as it deems appropriate.
- F. No public official or county employee shall enter into a contract with the County that violates Local Government Code, Section 171.003.
- G. This bid, when properly accepted by Hays County, shall constitute a contract equally binding between the successful bidder and Hays County.
- H. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specification stated in the resulting contract.
- I. Bidders are advised that all County contracts are subject to all legal requirements provided in the Local, State & Federal Statutes.
- J. Any bid that does not contain all of the information requested in this IFB will be considered as incomplete and may be rejected by Hays County.
- K. Any bid that is submitted that has alterations to the Hays County requirements listed in this IFB may be rejected by Hays County.
- L. Bids must be signed by an officer of the institution who is authorized to bind the institution.

#### **1.4 SCHEDULE OF EVENTS**

The following is the schedule of events that the county plans to follow in conjunction with this solicitation.

- |  |  |
|--|--|
| 1. Issuance of IFB                                   | February 14, 2012                                  |
| 2. Bid submissions:                                  | March 15, 2012 no later than 2:00 p.m.             |
| 3. Designate Depository by order recorded in minutes | March 27, 2012                                     |
| 4. Provide Security:                                 | Ten days prior to commencement of term             |
| 5. Term commences:                                   | May 1, 2012  |
| 6. Term terminates:                                  | April 30, 2016 w/option to renegotiate May 1, 2014 |

#### **1.5 COST OF SERVICES**

- A. Bidders shall complete, and return the "Application for Bank Depository Contract".
- B. Application for Bank Depository Contract information will be used during the evaluation process; therefore, bids received without this information will not be considered. Each proposer will specify all fees required for all services on the bid worksheet. Banking services not detailed on worksheet will be provided at no cost to Hays County.

#### **1.6 SPECIAL CONDITIONS**

- A. It is anticipated that the majority of Hays County's banking services will be with the institution awarded the contract, but this is not an exclusive contract.
- B. Hays County reserves the right to cancel this contract at any time for any reason by giving thirty (30) days prior written notice.
- C. It is further understood and agreed that Hays County reserves the right to invest its funds outside the depository bank by the purchase of authorized investment instruments as described in the Hays County Investment Policy.
- D. In the event the County elects to place its funds in the designated depository, then these funds will be accepted by the institution as demand deposits and/or time deposits in accordance with the terms and conditions herein. If a timed deposit maturity extends beyond the expiration date of the depository contract, the bank will pledge sufficient securities required by law for public funds to Hays County to provide for the maturity of the time deposit.

## **1.7 BID EVALUATION**

The bid will be evaluated in accordance with the criteria listed below.

### **CRITERIA**

- 1. Adherence to application requirements
- 2. Cost & type of services provided
- 3. Vendor's past performance record with Hays County
- 4. Financial condition of bidder
- 5. Interest on deposits

## **1.8 BASIS FOR CONTRACT AWARD**

- A. Hays County reserves the right, at its sole discretion, to accept the bid, which it considers most favorable to the County's interest.
- B. Bids will be evaluated by the Hays County Treasurer's office and the Hays County Auditor's office and a recommendation will be made to the Commissioners' Court by the Purchasing Office, based on the Treasurer's and Auditor's evaluation.
- C. Hays County reserves the right to negotiate with any or all bidders regarding their bids.
- D. Hays County reserves the right to accept or reject any qualified bids, to reject any and all bids, and to waive minor informalities.
- E. Hays County reserves the right to rebid if the awarded depository bank is bought out and Hays County is not satisfied with the new service.

## **1.9 QUALIFICATIONS OF DEPOSITORY**

- A. By returning a Bid Proposal, the institution acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2544, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by Acts 1991, 72nd Leg., and Acts 1996, 74th Leg.; and Article 2547 a,b, c.) that

pertain to the managing and safekeeping of County funds and will comply with these statutes. Also the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2558a, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government code, Chapter 117.000 through 117.124 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., Acts 1991, 72nd Leg., Acts 1993, 73rd Leg., and Acts 1995, 74th Leg.) that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes.

- B. The selected institution shall qualify as a depository in compliance with T.T.C.S., Local Government Code Chapter 116, and Government Code Chapters 2256 and 2257.
- C. An institution submitting a bid must have an adequate organization, facilities, equipment and personnel to provide prompt and efficient services to the County as proposed.
- D. An institution submitting a bid must be an Equal Opportunity Employer and lender and should furnish evidence of such with the bid.
- E. An institution submitting a bid must assign and identify a senior level management person as liaison with the Hays County Treasurer, should the bid be accepted.
- F. An institution submitting a bid will specify an officer of the bank at the local branch who will be responsible for attending to inquiries, request for services, and daily activities regarding the managing of Hays County accounts, should the bid be accepted.
- G. The selected institution must also provide the County Treasurer with a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:
  - General Information
  - Safekeeping and Securities Clearance
  - Posting and Deposit Discrepancies
  - Stop Payments
  - Balance Adjustments
  - Collateral Adequacy / Transactions
  - Internal Transfers
  - Wire Transfers
  - Online / Bank Software Service
  - Investments
  - Check/Supply orders
  - Check Clearing and encoding errors
  - Outgoing ACH transfers
  - Incoming ACH deposits
  - Account set up and account updates
- H. Final determination as to a bidder's ability to perform the requirements of the Depository Contract will be made solely by Hays County.
- I. An institution submitting a bid must read and sign the Hays County Investment Policy attached.
- J. An institution submitting a bid must read and sign the Hays County Ethics Policy attached.

- K. An institution submitting a bid must certify compliance with Texas Unclaimed Property Laws, Texas Property Code, Sec. 72.001, et. seq. and with all rules and regulations promulgated pursuant to that law.
- L. An institution submitting a bid must include as part of the bid:
  - The Bank's last three quarterly Uniform Bank Performance Reports
  - The Bank's last three Call Reports
  - The Bank's Annual Financial Reports for the past two years.
- M. The selected institution shall continue, during the term of the depository contract, to furnish the Hays County Treasurer with updated issues of each annual financial statement.
- N. For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered over-drafted. An applicable insufficient funds fee can then be charged. The bid proposal should include any bank policy regarding daylight overdraft charges, procedures or handling.
- O. An institution submitting a bid must be a member of the Federal Deposit Insurance Corporation.

#### **1.10 CERTIFIED CHECK INFORMATION**

Each application must be accompanied by a certified check in the amount of \$969,099.16 which represents one-half (1/2) of one (1) percent of the County's revenue for the preceding fiscal year 2010-2011.

After selecting one or more county depositories, Hays County shall immediately return the certified checks of the rejected applicants. Hays County shall return the check of the successful applicant when the applicant executes and files a depository bond. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county shall re-advertise for applications, if necessary, to obtain a depository for the County.

#### **1.11 DEPOSITORY APPLICATION REQUIREMENTS**

##### **SECTION 1. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES:**

##### **A. COLLATERAL OF COUNTY FUNDS**

- 1. A current balance of all accounts listed under Hays County's Tax ID must be available to the Hays County Treasurer or her assignee no less than daily. Internet availability is acceptable.

2. Collateral will be valued at the current market value as determined by nonbiased third party. New pledges are valued based on the previous day's closing market quote. All securities held are revalued no less than once a week.
3. Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. Hays County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Tex. Loc. Gov't Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond.
4. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the a non-affiliated third party institution without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.
5. Hays County funds shall be collateralized, consistent with Federal and State law and the County Investment Policy without exception, in one or more of the following manners:
  - U.S. Treasury Notes
  - U.S. Treasury Bills
  - Government National Mortgage Association Certificates
  - Federal Farm Credit Banks Notes and Bonds
  - Federal Home Loan Banks Notes and Bonds
  - Federal National Mortgage Association Notes and Bonds
  - Federal Home Loan Mortgage Corporation Notes and Bonds
  - State of Texas Bonds
  - Federal Home Loan Bank Irrevocable Standby Letter of Credit with Hays County listed as sole beneficiary
  - Federal Deposit Insurance Corporation (FDIC-maximum amount).
  - Federal Savings and Loan Insurance Corporation (FSLIC-required amount)

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.



## **B. LEVEL OF COLLATERAL:**

The Hays County Collateral Security Agreement (attached) must be approved by the institutions board of directors and that approval must be reflected in the minutes of the board. The total of the face value of the surety bonds and/or the market value of the investment security securing the deposit of public funds shall be in an amount at least equal to 110% of amount of the deposit's of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government under the following conditions for a "perfected security investment". At the time of the execution of the depository contract this amount is expected to fall between \$7,000,000.00 and \$40,000,000.00. These securities are to cover funds belonging to the county and funds deposited by the Hays County Tax Assessor Collector for other taxing entities that Hays County is currently collecting property taxes for.

- Pledge for collateral must be in writing.
- It must be executed contemporaneously with acquisition of the asset by the depository institution.
- It must be an official record of the depository institution since it was executed.

## **C. SUBSTITUTION OF COLLATERAL**

The county will require one business days notice with a perfected security interest in a new pledged security as previously described before release of currently pledged security may be obtained. The collateral must have the Hays County Treasurer's or her assignee's signature to release.

## **D. POSSESSION OF COLLATERAL**

All securities or surety bonds pledged to secure deposits of the County funds shall be held at the appropriate Holding Bank. The pledge must be established as Hays County. The value of the entire security must be pledged to Hays County. The security may not be pledged to multiple entities for small amounts to total the entire security. Hays County must be the only pledge on the security. The Holding Bank shall immediately provide a receipt of the securities and/or surety bond to Treasurer on behalf of the Commissioners' Court evidencing the deposit of said securities and/or surety bonds. When the pledged securities and/ or surety bonds held by the Holding Bank are deposited, the permitted institution may apply book entry procedures to the

securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the Holding Bank issues to Hays County through the County Treasurer shall indicate that the custodian has deposited with permitted institution the pledged securities and/or surety bonds held in trust for the Depository pledging the securities.

If a successor financial institution succeeds to the interest of the financial institution, or if the financial institution is a judged bankrupt or insolvent, or a receiver, liquidator, or conservator of the financial institution, or of its property, is appointed, or if any public officer takes control of the financial institution, or it's property, then the successor financial institution, recover, liquidator, conservator, or public officer shall, without any further act, be bound and vested with all rights, powers, duties and obligations of the financial institution, including all collateral obligations of the financial institution, including all collateral obligations, under this agreement.

## SECTION II. ACCOUNT INFORMATION

- A. Hays County currently has sixty-eight (68) separate accounts.
- B. If detailed information per account is required please contact, Michele Tuttle, County Treasurer, with a written request at the following address: Michele Tuttle, Hays County Treasurer, 712 South Stagecoach Trail, Suite 1094, San Marcos, Texas 78666.
- C. Hays County requests that payment for services and supplies provided be as follows:  
 Settlement for service charges will occur every Calendar Quarter. If the earnings credit exceeds the total service charges for the three months, there is no service charge payment due. If the earnings credit is less than the total service charges for the three-month period, an invoice for the net deficiency will be presented to the County Treasurer. Any charges for services should be at least partially offset by an earnings credit on monthly account balances. Please specify the calculation of earnings credit allowed by the Bank. An example is as follows:

### EXAMPLE

|                                  |             |
|----------------------------------|-------------|
| Collected Bank Balance           | \$1,000,000 |
| (Less Reserve Requirement @ 10%) | (100,000)   |
|                                  | 900,000     |
| Times Earnings Allowance         |             |
| (Assume 91 day T-Bill Rate)      | x 5.0%      |
| Annual Earnings Credit           | 45,000      |
| Divided by                       | ÷ 12        |
| Total Monthly Earnings Credit    | \$ 3,750    |

Please specify Bank's Calculation in your bid including how the amount of funds required for services will be determined.

### **SECTION III. SAFEKEEPING FUNCTIONS**

The selected depository institution shall be the County's custodial agent in charge of safekeeping its investment securities. This agent shall control the securities through the bank's own safekeeping department, through any corresponding bank with which deals regularly, or through Federal Reserve Banking System. All bids should identify where the safekeeping facilities will be located and identify the usage of a correspondent institution. Bids shall clearly specify services to be performed and the cost on a monthly basis.

### **SECTION IV. AUTOMATED CLEARING HOUSE SERVICES**

The selected depository institution shall have the ability to provide automated clearing house services. The charges for this service shall be provided as optional cost to the County. The County wishes to be notified by no later than 10:00 a.m. the next business day on any ACH deposit.

### **SECTION V. WIRE TRANSFER**

The financial institution shall maintain a transfer facility to the Federal Reserve Bank for investment purchase or sales and other transfers with commercial banks. The County wishes to be notified by no later than 10:00 a.m. the next business day on any wire deposits.

### **SECTION VI. DEPOSIT SERVICES**

The financial institution shall provide detail clearing schedule as to the timing of available funds (i.e. items to be collected, wire transfers, ACH deposits cash, and items on other local institutions). The above schedule shall be the maximum clearing schedule.

The bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the banks availability schedule. All deposits received before the bank's established deadline will be credited daily.

### **SECTION VII. ACCESS TO RECORDS AND COOPERATION**

The financial institution shall, upon authorization from the Treasurer's Office, allow reasonable access to their records by the County's Financial Officers, the County's Independent Auditor, and where state or federal assistance is involved, to state and federal auditors to examine records relating to use of funds. The institution shall also cooperate in any prosecution for misuse of checks and misappropriation of funds.

## **SECTION VIII. PRINTING**

The County will provide some checks and the financial institution will provide all deposit slips and some checks. Deposit slips shall be duplicated slips.

## **SECTION IX. MONTHLY STATEMENTS**

Monthly statements for all accounts must be delivered within five (5) business days after the last calendar day of each month and must include transfer slips and debit and credit memos, processed for all accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement. The County would prefer images of checks, however images must be of front and back of checks. If images are not available, canceled checks shall be sorted in numerical order by account number.

## **SECTION X. REQUIRED SIGNATURES**

The County requires that two signatures be authorized to execute, authenticate, certify or endorse with a facsimile signature in lieu of the manual signature for instruments of payments drawn on any County accounts unless otherwise noted.

## **SECTION XI. CHECK SERVICES**

The bank will be required to process stop payments on verbal instructions from the County Treasurer or her assignee with follow up written confirmation. Internet stop payment processing is acceptable.

The bank will agree not to honor stale dated checks on Hays County accounts, which are not endorsed by the County as acceptable after the 90-day limit without verbal consent from the Hays County Treasurer or her assignee.

Disbursing services for all accounts are required to include the payment of all County checks upon presentation.

## **SECTION XII. ELECTRONIC COMPUTER/INTERNET SERVICES**

Applicant banks must offer a secure on-line cash management service. The Hays County Treasurer's office will be the Hays County liaison for all online/electronic computer banking services. Permissions and user access will be done through the County Treasurer or her assignee. The county prefers to perform balance inquiries, wire transfers, stop payments, ACH transfers and inter-fund transfers through the internet if available. Any Hays County account current or added should be included for internet viewing by the County Treasurer or her assignee. Please attach product descriptions, pricing, and sample reports for any computer software or internet services available.

### **SECTION XIII. CREDIT CARDS**

Hays County may request issue of Visa/Master Card, at the discretion of the County Auditor, with approval by Commissioners' Court.

- Credit Cards will only be issued with Approval of Commissioners Court, as presented by the County Auditor.
- The bank shall receive authorization notification of approved requests from the County Treasurer.
- Any Credit Card issued without proper authorization shall be the liability of the bank, including charges using said credit card.
- The bank shall send credit cards to the County Treasurer for distribution. In addition an updated report listing all credit cards, names, numbers, etc will be sent to the County Auditor on a monthly basis and as additional cards are issued.
- An itemized statement shall be sent to the County Auditor for payment.
- Balances will be paid within 30 days of Closing Date without any service, interest, or late charges.
- Hays County reserves the right to withhold payment of any charge pending validation.
- Proposals for the issuance of a credit card initiated by the Depository bank shall be delivered to the County Treasurer. Basic charges should be included in this bid.

### **SECTION XIV. CREDIT CARD COLLECTION SERVICES**

Hays County may request credit card collection services at the discretion of various Hays County elected officials with the approval of Commissioner's Court. The bank shall negotiate such services for various elected officials through the County Treasurer.

- All credit card payments shall be credited to a Hays County bank account specified by the County Treasurer or her assignee.
- Some credit card collection services may be provided though online service and some with swipe machines.
- Detailed credit card reports shall be provided to the County Treasurer or her assignee on a per deposit basis.
- Proposals for the collections of credit card payments initiated by the Depository bank shall be delivered to the County Treasurer. Basic charges should be included in this bid.

## **SECTION XV. OTHER SERVICES**

As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such. Also, indicate charges for the following:

- Locked or Sealable bags
- Laser Checks
- Checks (in individual books or binders)
- Continuous form 3 part Checks
- Deposit Slips
- Endorsement Stamps
- Coin Wrappers
- Currency Straps

Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing

**APPLICATION FOR BANK DEPOSITORY CONTRACT  
BID 2012-P03  
BID WORKSHEET**

Honorable Commissioners' Court  
Hays County, Texas

The banking institution submitting this bid is duly incorporated under the laws of the State of Texas, with it's domicile and principle place of business located in the City of \_\_\_\_\_, and County of \_\_\_\_\_, Texas or as allowed pursuant to Section 131.901, Texas Local Government Code, the banking institution submitting this bid has a branch office located in the City of \_\_\_\_\_, and County of \_\_\_\_\_, Texas to be designated as a branch office of such institution by the Commissioners' Court upon acceptance of this bid.

Bank Information:

Bank transit routing number \_\_\_\_\_

Financial Institution Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

President/CEO \_\_\_\_\_

Texas Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Texas CRA Rating \_\_\_\_\_ Tax ID # \_\_\_\_\_

The amount of paid-up capital stock of said bank is \$ \_\_\_\_\_ dollars,  
and the amount of permanent surplus is \$ \_\_\_\_\_ dollars  
A statement showing the financial condition of bank on date of this  
application is attached and made part here of.

Applicant bank offers the following terms and conditions for transaction/processing activities including deposits and checks. Such fees should include both hard charges paid by invoice and soft charges paid through account analysis. Hays County does not allow debiting bank accounts for any fees. Banking fees and services not detailed on this bid worksheet will be provided at no cost. If fees are assessed on an account analysis, a sample account analysis report must be provided as part of the bid. The county will provide an estimated summary of volume for reference upon request. Such requests should be directed to the Hays County Treasurer.

| DESCRIPTION                              | COST PER ITEM | COST PER ACCOUNT |
|--|---------------|------------------|
| ACCOUNT MAINTENANCE FEES                 |               |                  |
| ACH FRAUD FILTER                         |               |                  |
| ACH MONTHLY FEES                         |               |                  |
| ACH TRANSMISSION CHARGE                  |               |                  |
| CHECKS RETURNED W/STATEMENT              |               |                  |
| SERIAL SORT MONTHLY BASE                 |               |                  |
| SERIAL SORT PER ITEM                     |               |                  |
| CASH DEPOSITED >1M/\$1-BRANCH/STORE      |               |                  |
| ONLINE CASH MANAGEMENT SERVICE FEES      |               |                  |
| CREDITS POSTED                           |               |                  |
| CHECKS PAID                              |               |                  |
| DEPOSITED CHECKS - LOCAL                 |               |                  |
| DEPOSITED CHECKS -ON US                  |               |                  |
| DEPOSITED CHECKS - REGIONAL              |               |                  |
| DEPOSITED CHECKS -TRANSIT                |               |                  |
| DEPOSITED CHECKS - AFFILIATES            |               |                  |
| ELECTRONIC CREDITS POSTED                |               |                  |
| ELECTRONIC DEBITS POSTED                 |               |                  |
| POSTIVE PAY MONTHLY FEE                  |               |                  |
| POSITIVE PAY ISSUE - ITEM                |               |                  |
| RETURN ITEM – CHARGEBACK                 |               |                  |
| POSITIVE PAY ISSUE - ITEM                |               |                  |
| RETURN ITEM REDEPOSITED                  |               |                  |
| RETURN ITEM SPECIAL INST MTHLY BASE      |               |                  |
| ROLLED COIN ORDERED - BRANCH/STORE       |               |                  |
| WIRE TRANSFERS- BOOK TRANSFER            |               |                  |
| WIRE SERVICE MONTHLY FEE (ONLINE)        |               |                  |
| WIRE IN DOMESTIC                         |               |                  |
| WIRE OUT DOMESTIC/DRAW                   |               |                  |
| ZERO BALANCE MONTHLY BASE                |               |                  |
| DEPOSIT SLIPS/DEPOSIT BOOKS              |               |                  |
| NIGHT DEPOSITORY SERVICES WITH BAGS/KEYS |               |                  |
| ACCOUNT OVERDRAFT CHARGE                 |               |                  |
| INVESTMENT SAFEKEEPING                   |               |                  |
| COLLATERAL SAFEKEEPING                   |               |                  |
| AUDIT RESPONSE LETTERS                   |               |                  |
| STOP PAYMENT ISSUANCE                    |               |                  |
| DUAL SIGNATURE WATCH                     |               |                  |
| SIGNATURE EXAMINATION                    |               |                  |
| ENDORSEMENT EXAMINATION                  |               |                  |
| ENDORSEMENT STAMPS                       |               |                  |
| LOCK/SEAL BAGS                           |               |                  |
| RESEARCH ON ACCOUNT                      |               |                  |
| MONTHLY STATEMENT IMAGES ON CD           |               |                  |
| TEMPORARY CHECKS                         |               |                  |
| CONTINUOUS FORM CHECKS                   |               |                  |
| LASER CHECKS                             |               |                  |
| CHECKBOOKS                               |               |                  |
| COIN WRAPPERS                            |               |                  |
| CURRENCY STRAPS                          |               |                  |
| CASHIERS CHECKS                          |               |                  |
| LETTERS OF CREDIT                        |               |                  |
| COURIER SERVICES                         |               |                  |
| INTERFUND TRANSFERS                      |               |                  |



SAFE DEPOSIT BOXES  
SECURITY TRANSFERS  
REMOTE CAPTURE MONTHLY FEES

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**INCLUDE ALL FEES NOT INCLUDED ABOVE INCLUDING ONE TIME  
ACTIVATION FEES:**

**Please include two (2) copies of your proposal.**

## QUESTIONARE

- a. Will Hays County employees be charged for cashing their paychecks? If so, what will they be charged?
- b. Will bidder notify the County before a deposit is changed? If so, how will the County be notified?
- c. Will Bidder notify the County before a County check is rejected? If so, how will the County be notified?
- e. What format is needed for ACH origination and what is the deadline for submission?
- f. Will bidder furnish credit cards (Mastercard/Visa)? (Attach fees and specific information)
- g. Can bidder provide credit card collection services? (Attach fees and specific information)
- h. How long does Hays County have to correct unauthorized payments, encoding errors and discrepancies?
- i. Are there any initial software/internet set up fees? If so, what are they?
- j. How long will the county be allowed to dispute a withdrawal on a county account? What procedures must take place for such a dispute? Are there any fees for such a dispute?
- k. How long will the county be allowed to report encoding/bank errors on a county account? What procedures must take place for such errors to be corrected?
- l. How long will stop payments stay active? Does the county have to resubmit all stop payments after a certain time period?
- m. Does the bank require any type of recording or collection procedures such as remote capture, internet banking or positive pay? If so, what are the fees associated with this requirement and fees for non -compliance.

## INVESTMENTS/BORROWING

Applicant bank agrees the following terms and conditions for investment/borrowing functions:

### Interest Bearing Checking Accounts

|                                    | Variable Int Margin* | Fixed Int Rate | Minimum Balance Requirement |
|------------------------------------|----------------------|----------------|-----------------------------|
| Interest Bearing Checking Accounts | _____                | _____          | _____                       |
| Money Market Savings Accounts      | _____                | _____          | _____                       |
| Trust Fund Savings                 | _____                | _____          | _____                       |
| Sweep Accounts                     | _____                | _____          | _____                       |

\*Variable Rate = (91 Day US T-Bill Auction Discount Rate published in the Wall Street Journal on the day following the auction) + Margin (based on basis points). Example: If 91 day US T-Bill Auction Discount Rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%.

## Interest Rates on Bank Certificates of Deposit

91 Day US T-Bill Auction Discount Rate (as determined by latest T-Bill Auction)

|   | Less than \$100,000  | More than \$100,000  |
|---|----------------------|----------------------|
| Maturity 7-29 Days                      | + _____ basis points | + _____ basis points |
| Maturity 30-59 Days                     | + _____ basis points | + _____ basis points |
| Maturity 60-89 Days                     | + _____ basis points | + _____ basis points |
| Maturity 90-179 Days                    | + _____ basis points | + _____ basis points |
| Maturity 180 Days -<br>less than 1 Year | + _____ basis points | + _____ basis points |
| Maturity 1 Year or more                 | + _____ basis points | + _____ basis points |

## Certificates of Deposit - Fixed Interest Rate

|   | Less than \$100,000 | More than \$100,000 |
|---|---------------------|---------------------|
| Maturity 7-29 Days                      | _____ %             | _____ %             |
| Maturity 30-59 Days                     | _____ %             | _____ %             |
| Maturity 60-89 Days                     | _____ %             | _____ %             |
| Maturity 90-179 Days                    | _____ %             | _____ %             |
| Maturity 180 Days -<br>less than 1 Year | _____ %             | _____ %             |
| Maturity 1 Year or more                 | _____ %             | _____ %             |

Other comments/statements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Bank must complete the information below to validate the bid for a Hays County Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Hays County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this bid in collusion with any other bidder; and that the contents of this bid as to fees, interest rates, terms, or conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other persons engaged in this type of business prior to the official opening of this bid.

All unsigned Bids will be disqualified.

Name and address of Bank:

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Signature: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## *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 the budget of Department. of Public Safety-License & Weights for scale repair from Countywide self insurance.**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED: \$2,350**

**LINE ITEM NUMBER OF FUNDS REQUIRED: from 001-645-00.5342 Self Insurance  
to 001-651-00.5411 Eqpt Maint**

**REQUESTED BY: Sgt. Verduzco/Auditors Office**

**SPONSORED BY: Conley**

#### **SUMMARY:**

Scale repair expense was exhausted by last fall's lightning strike repair; scale control boards were shorted out by recent heavy rains/flooding and repair will require \$2,350. That amount can be transferred from self insurance in Countywide, as that item is intended for such occurrences.

**DESCRIPTION OF Item:** Amend the budget of Department of Public Safety-License & Weights for scale repair from Countywide self insurance.

**PREFERRED MEETING DATE REQUESTED:** February 14, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$2350

**LINE ITEM NUMBER:** Form 001-645-00.5342 self insurance to 001-651-00.5411 Eqt. Maint.

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** See budget amendment.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

FUND NO. 001  
FUND TITLE: GENERAL FUND

| <u>Line Item Expenditures</u>                     | <u>Appropriation<br/>before<br/>Amendment</u> | <u>Amendment</u> |                  | <u>Appropriation<br/>as<br/>Amended</u> |
|---|---|------------------|------------------|---|
|   |   | <u>Increases</u> | <u>Decreases</u> |   |
| <u>Dept of Public Safety-L&amp;W (651):</u>       |   |                  |                  |   |
| 001-651-00.5411           Eqpt Maint              | 2,141   | 2,350            |                  | 4,491                                   |
| <u>Countywide (645):</u>                          |   |                  |                  |   |
| 001-645-00.5342           Self Insurance          | 150,000                                       |                  | (2,350)          | 147,650                                 |
| Transfer for scale repairs from Countywide        |   |                  |                  |   |
| <u>GDEM/Cert 2010 Grant (656-99-064):</u>         |   |                  |                  |   |
| 001-656-99-064.5712_400   Computer Eqpt           | 0   | 4,851            |                  | 4,851                                   |
| 001-656-99-064.5201       General Supplies        | 7,840   |                  | (1,997)          | 5,843                                   |
| 001-656-99-064.5211       Office Supplies         | 1,274   |                  | (359)            | 915                                     |
| 001-656-99-064.5303       Professional/Admin Fees | 560   |                  | (560)            | 0                                       |
| 001-656-99-064.5472       Office Rent             | 2,533   |                  | (1,546)          | 987                                     |
| <u>Emergency Management (656):</u>                |   |                  |                  |   |
| 001-656-00.5201           General Supplies        | 2,950   |                  | (389)            | 2,561                                   |

Transfer approved by agency; projector, printers & laptops for grant with balance as voluntary match from EMC/County budget



# QUOTE FOR CONTROL BOARD REPLACEMENT

February 3, 2012

VIRGIL VERDUZCO  
TEXAS DEPARTMENT OF SAFETY  
SOUTHBOUND SAN MARCOS WEIGH STATION  
(512) 396-4864  
VIRGILIO.VERDUZCO@DPS.TEXAS.GOV

**QUOTE INCLUDES:**

**\$445.00 INSTALLATION OF THREE (3) CONTROL BOARDS AND RECALIBRATION OF SCALE  
(INCLUDES LABOR AND TRIP)**

**\$1,800.00 PRICE OF CONTROL BOARDS (DOES NOT INCLUDE FREIGHT)**

**TOTAL \$2245.00 PLUS FREIGHT**

Thank you for your consideration.

Ronny Pace  
P&S Scale Company

*add: \$100 for shipping*



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Accept the delivery of the Internal Examination Report for the District Clerk's Office.**

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

**PREFERRED MEETING DATE REQUESTED: 2/14/12**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Bill Herzog**

**SPONSORED BY:**

**SUMMARY: See attached report.**



**OFFICE OF THE COUNTY AUDITOR**

712 South Stagecoach Trail Suite 1071

San Marcos, Texas 78666

512-393-2283

**Bill Herzog, CPA**

**County Auditor**

bherzog@co.hays.tx.us

**Marisol Villarreal-Alonzo, CPA**

**Assistant County Auditor**

marisol.alonzo@co.hays.tx.us

www.co.hays.tx.us

January 26, 2012

Beverly Crumley  
Hays County District Clerk  
110 Martin Luther King Drive  
San Marcos, TX 78666

Dear Honorable Beverly Crumley:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County District Clerk's Office financial records for the period of May 1, 2010 to September 30, 2011. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

**#1 One trust fund account was not reinvested in a timely manner.**

A trust fund account was withdrawn in April 2011 and deposited into the District Clerk's Registry fund. The trust account funds remained in the registry account not earning interest for a period of three months. The minor who is to receive these funds does not reach age eligibility until the year 2018. The District Clerk's office reinvested the funds into an interest bearing account on August 25, 2011.

***Recommendation***

We recommend that the District Clerk's Office deposit all trust fund accounts in a timely manner when comparing new interest rates for the new interest bearing account. Timely deposits will ensure that trust account funds will earn revenue and the District Clerk Office will be in compliance with the court order. It was noted that the District Clerk's office has taken corrective action and has reinvested the funds as of August 25, 2011 into an interest bearing account.

**#2 Month end till balances containing cash, checks, and money orders were not closed at the end of the last day of the month.**

Eleven (11) tills containing cash, checks, and money orders were not closed at month end. All funds collected on the last day of the prior month were reported in the following months till balance report when the till balances were closed. The till balance reconciliations and receipt journals did not agree due to receipts crossing months.

***Recommendation***

We recommend that all till balances be closed and reconciled daily. Daily till balancing will allow transactions to be reported correctly on the monthly till balance report and reconciliation. Comingling receipts, an internal control weakness, could allow individuals to manipulate transaction information in order to conceal errors, fraud, and results in inaccurate revenue reporting.

**#3 Manual receipt funds were comingled amongst clerk tills.**

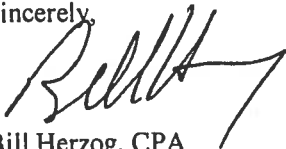
During our review of manual receipts, it was determined that manual receipts were issued by one clerk and then receipted into a different clerk's till balance. Funds deposited were comingled amongst clerks.

***Recommendation***

We recommend that all manual receipts be entered into a manual receipt till balance and entered into the system by one clerk. This will facilitate tracing the deposit of all funds received through manual receipts. The comingling of funds amongst clerk's tills increases internal control weaknesses for monetary management within the department. A supervisor should review the manual receipts to ensure that all receipts issued have been deposited.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please provide a management response with corrective actions for the above findings within (30) days of the date of this letter.

Sincerely,



Bill Herzog, CPA  
Hays County Auditor  
bh/ca



**BEVERLY CRUMLEY**  
**HAYS COUNTY DISTRICT CLERK**

Hays County Government Center 712 S. Stagecoach Trail San Marcos, Texas 78666  
(512) 393-7660



February 1, 2012

Mr. Bill Herzog, C.P.A.  
Hays County Auditor  
712 S. Stagecoach Trail  
San Marcos, Texas 78666

Dear Mr. Herzog,

In response to your audit report dated January 26, 2012, corrective action as stated below was implemented the day after the audit.

1. Our bookkeeper will audit the Registry Account monthly to ensure all funds deposited to be invested into an interest bearing account are properly invested or reinvested in a timely manner.
2. All tills will be closed and reconciled daily. The bookkeeper will verify at each day end that all tills are closed and reconciled.
3. All manual receipts will be posted into Odyssey by the person who issued the hand written receipt. The bookkeeper will check the manual receipt book daily to ensure that all handwritten receipts are posted into Odyssey.

I would like to express my appreciation to Carmen Alvarez and the office of the auditor. I hope that you find these responses sufficient, should you have any questions or other concerns, please feel free to contact me.

Sincerely,

*Beverly Crumley*  
Beverly Crumley  
District Clerk, Hays County

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to accept donated road building materials from TxDOT with a value of approximately \$60,000.

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

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Judge Bert Cobb

**SUMMARY:**

TxDOT annually sends out letters to counties regarding surplus materials that can be donated through a request process. Hays County is requesting up to \$60,000 worth of materials ranging from sign posts, to guardrail materials, to road building materials. Availability is first-come-first-serve for the closest maintenance yard in that respective county. If materials are not available at the maintenance yard then the amount of funds allocated to Hays County can be used for new materials.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

**DESCRIPTION OF Item:** Discussion and possible action to accept donated road building materials from TxDOT with a value of approximately \$60,000.

**PREFERRED MEETING DATE REQUESTED:** February 14, 2011

**COUNTY AUDITOR**

**AMOUNT:** \$ TBD

**LINE ITEM NUMBER:** N/A

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** The value of these materials will need to be documented as they are donated so that we can book them at year end.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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





## Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

January 27, 2012

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

Dear Judge Cobb:

In accordance with the Texas Legislature, the Austin District is again asking the counties to submit requests for roadway materials. Our district is to provide its eleven counties with a total of \$278,333 of roadway materials. In keeping with the legislative mandate, the county must first accept all surplus roadway materials from the Texas Department of Transportation (TxDOT) inventory in your county. Only then can additional material be supplied by the district through our material acquisition process.

The following attachments have been included with this packet:

- A list of the maintenance sections in the Austin District. It is not uncommon for maintenance yards to have surplus materials on hand, such as sign posts, guard rail posts or sections, or surplus road materials. You are encouraged to call the maintenance offices in your area to see what, if any, surplus materials may be available.
- An application form for roadway materials. Use this as a master copy and submit one application for each type of material that is requested.

Based on allocation formulas, Hays County is eligible to receive up to \$33,072 of roadway materials. Depending on the amount of material requested by the other counties in our district, this amount might become greater. It is to your advantage to request more than the full value of material allocated to your county. If any county does not request the full value allocated, then their remaining value will be distributed to the other counties that requested their full amount.

If more than one county requests the same material from our surplus stock we will distribute the material on a first-come, first-serve basis.

Each county should request their roadway materials in one county-wide submission with the priorities assigned on a county-wide basis. Material requests coming in from the precinct level would result in confusion of requests and assigned priorities.

RECEIVED  
FEB 1 2012

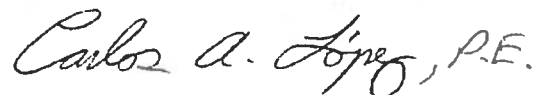
THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

Each county is responsible, directly or indirectly, for the hauling of all materials received under this program. In the case of surplus materials, the counties will need to provide hauling, either with county forces or by contractor. For materials requisitioned directly from the suppliers, the suppliers will haul the material to the county, but the cost of delivery will be included as part of the value of material received. Regardless of how the material is obtained, it must be picked up or delivered before August 31, 2012.

Please note that requests for material are to be submitted to us on or before Friday, April 27, 2012. Material allotments not requested by your county by this date will be made available to other counties. If you have any questions concerning this program or need further information please contact Wayne Rehnborg at (512) 832-7019, or by e-mail at [wayne.rehnborg@txdot.gov](mailto:wayne.rehnborg@txdot.gov). We look forward to receiving your request.

Sincerely,

A handwritten signature in cursive script that reads "Carlos A. Lopez, P.E.".

Carlos A. Lopez, P.E.  
Austin District Engineer

Attachments

cc: Donald E. Nyland, P.E., South Austin Area Engineer, TxDOT  
Joe Sustaita, South Travis Maintenance Supervisor, TxDOT  
Wayne L. Rehnborg, P.E., Assistant Director of Maintenance, TxDOT

## AUSTIN DISTRICT MAINTENANCE OFFICES

| Maintenance Section | Office Location                                      | Maintenance Supervisor    | Phone Number   |
|---------------------|--|---------------------------|----------------|
| Bastrop             | SH 21, 1 mi. east of SH 95                           | Reginald Woods            | (512) 321-2221 |
| Blanco              | US 281 in Johnson City                               | Danny Crenwelge (Interim) | (830) 868-7166 |
| Burnet              | SH 29, 2 mi. east of the city of Burnet              | Anthony Reitan            | (512) 756-2315 |
| Caldwell            | US 183 and FM 2001 in Lockhart                       | James Petty               | (512) 398-2412 |
| Gillespie           | US 290, about 2 mi. east of Fredericksburg           | Danny Crenwelge           | (830) 997-4361 |
| Hays                | SH 21, just east of SH 80 intersection in San Marcos | Joe Sustaita              | (512) 353-1061 |
| Lee                 | US 77, about 1 mi. north of US 290 in Giddings       | Eric Goertz               | (979) 542-5568 |
| Llano               | SH 16, about ½ mi. south of SH 71 in Llano           | Kenneth Shaffer           | (325) 247-5146 |
| Mason               | SH 29, 1 mi. east of the city of Mason               | Elba Nail                 | (325) 347-6447 |
| Travis East         | FM 969, 2 mi. east of US 183                         | Charles Vaughn            | (512) 929-7221 |
| Travis North        | RM 1431, 1 mi. west of US 183 in Cedar Park          | Sam Holguin               | (512) 331-5361 |
| Georgetown          | BI 35 in Georgetown, just south of FM 2243           | Travis Remmert            | (512) 930-4700 |
| Taylor              | US 79 in Taylor, 2 mi. east of SH 95                 | Deral Milliken            | (512) 365-5254 |
| Travis Central      | FM 734, 1 mi. east of IH 35                          | Clint Dube                | (512) 997-2266 |
| Travis South        | US 290, 6 mi. west of SH 71                          | Joe Sustaita              | (512) 288-4761 |
| Special Crews       | IH 35 NBFR south of Slaughter Lane                   | Tim Nicholes              | (512) 292-2441 |



**APPLICATION FOR TxDOT MATERIALS  
AUSTIN DISTRICT  
(Per Transportation Code §201.706)**

\_\_\_\_\_ County                      Date of Program Call: January 2012

(Clearly print or type)

Use one application form for each material requested.

If the requested material is from the Austin District's surplus list then the county will be responsible for hauling and it will not be necessary to specify a delivery location.

If the requested material is not found on the Austin District's surplus list, then TxDOT may requisition it from a supplier. In that case, it will be necessary to specify the delivery site for the material. Directions to the delivery site should be from the closest State roadway. The directions should also be specific regarding distance, direction traveled, landmarks, etc. Please limit the FOB sites to as few locations as possible.

**IF THE COUNTY REQUESTS MATERIALS NOT FOUND ON THE SURPLUS LIST, TxDOT RESERVES THE RIGHT TO SUBSTITUTE COMPARABLE SURPLUS MATERIALS FOR THOSE REQUESTED BY THE COUNTY.**

|   |                              |  |
|---|------------------------------|--|
| <b>County Priority:</b>   |                              |  |
| <b>Material Needed:</b>   | <b>Quantity (with units)</b> |  |
| <p style="text-align: center;">If requesting new materials, specify delivery location in detail:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> |                              |  |

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a Capital Improvements Agreement with the City of San Marcos and Cottonwood Creek JDR, Ltd.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED: \$1,070,000.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 5448-010**

**REQUESTED BY: INGALSBE**

**SPONSORED BY: INGALSBE**

**SUMMARY:** Hays Co. has had a long standing interest in improving traffic safety near San Marcos High School. These efforts envision extending McCarty Ln. eastward, around the high school property to intersect with Hwy123. A portion of this extension of McCarty lies in an unincorporated area of Hays County (1200 LF). It is estimated that the cost of design, right of way, and construction for the County's portion of this roadway is \$1,070,000.00. Cottonwood Creek development and the City of San Marcos are proposing to partner with the County to extend McCarty past this unincorporated section and make the connection with Hwy 123. Today's action would allow the Auditor to transfer current budgeted moneys to the City of San Marcos for their use in accomplishing all aspect of this project.

**DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute a Capital Improvements Agreement with the City of San Marcos and Cottonwood Creek JDR, Ltd.**

**PREFERRED MEETING DATE REQUESTED: February 14, 2011**

**COUNTY AUDITOR**

**AMOUNT: \$1,070,000.00**

**LINE ITEM NUMBER: 020-710-00.5448\_010**

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



## **Capital Improvements Agreement**

This Agreement is entered into effective February 7, 2011 (the "Effective Date") by and between the City of San Marcos, a Texas municipal corporation (the "City"), Hays County, Texas, a Political subdivision of the State of Texas (the "County") and Cottonwood Creek JDR, Ltd., a Texas Limited Partnership (the "Developer").

### **A. RECITALS**

1. The Developer is constructing certain road improvements to serve the Cottonwood Creek Subdivision (the "Development") in the area of Rattler Road and State Highway 123 in San Marcos, Hays County, Texas. The City and County have determined that there is a public need to construct public road improvements according to specifications beyond what is required for the Development and, therefore, wish to contract with the Developer to construct those public improvements requested by the City and the County and to participate in the costs for such improvements. The road improvements for the development and the additional improvements requested by the City and the County are, collectively, the "Improvements").

2. This Agreement sets forth the terms and conditions under which the Parties will jointly participate in designing, funding and constructing the Improvements.

### **B. AGREEMENT**

The Parties, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, agree as follows:

1. **Right-of Way Acquisition.** The City agrees to acquire all public right-of-way as shown in Exhibit "A" necessary for that portion of the Improvements beyond what is required by the Developer for its Development, as shown in Exhibit "A." The costs for acquisition of the additional right-of-way shall be subject to approval of the Parties. The final right-of-way boundaries shall be subject to adjustment according to negotiations with landowners and based upon final surveys of the right-of way determined by the City to be acceptable for its purposes. The City will pursue acquisition of such public right-of-way with reasonable diligence.

2. **Design and Construction of Improvements.** The Developer agrees to design and construct the Improvements in the approximate locations shown in Exhibit "A", attached hereto and made a part hereof. The Improvements shall be designed and built according to the preliminary specifications shown in Exhibit "B" and the estimated costs approved by the Parties. The final plans and specifications for construction will be subject to approval of the Parties.

3. **Project Management; Oversight by Engineer.** The Developer will act as project manager in the design and construction of the Improvements. The Developer will ensure that the design and construction is carried out under the direct supervision of a professional engineer registered in the State of Texas.

4. **Construction Contract.** The Developer shall award all contracts for the construction of the Improvements, except as otherwise provided in paragraph 16. The contract for the construction of the Improvements awarded by the developer is subject to the approval of the

City and the County. The contract shall include provision for the following:

**A. Performance Bond.** The construction contract with the successful bidder must include the requirements that the Contractor must procure and maintain a performance bond from a surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, in the full amount of the construction contract amount. The performance bond shall remain in effect for a period of one year after final completion of the work.

**B. Warranty.** The contract shall provide for at least a one-year warranty against defects in materials and workmanship. This warranty obligation shall be covered by any performance or payment bonds required of the contractor under the terms of the construction contract and this Agreement.

**C. Insurance and Indemnification.** The contract must include requirements that the contractor must maintain at least such liability, workers compensation and other insurance as normally required for work in City streets and rights-of-way under applicable City of San Marcos ordinances. Such insurance shall name each of the Parties as an additional insured where applicable. The contract will further require the contractor to indemnify, defend and hold the Parties harmless from and against damages or injuries related to the construction of the Improvements

**5. Completion Deadline.** The Developer agrees to complete the Improvements no later than 18 months after the completion of right-of-way acquisition by the City, except that any portions of the Improvements funded by or constructed by the Texas Department of Transportation ("TXDOT") under paragraph 16 may be completed in accordance with such timelines or schedules approved by TXDOT. The Improvements shall be deemed completed when the City determines that the Improvements comply with all applicable City of San Marcos standards and with the plans and specifications approved by the City and the County and accepts the Improvements as provided in this Agreement.

**6. Design of Improvements; As-Built Drawings.** The Developer shall be responsible for procuring the design and engineering services related to the Improvements from a professional engineer registered in the State of Texas. The final plans and specifications for the Improvements shall be approved by the City and the County before the Developer solicits bids for construction of the Improvements. Upon completion of the Improvements, the Developer shall submit final as-built drawings of the Improvements to the City and the County in such format as required by applicable City and County standards, rules and ordinances.

**7. Cost Participation by City, County and Developer.** The City, County and Developer agree to participate equally in the overall costs associated with the acquisition or right-of-way and design and construction of the Improvements in the total estimated amount of \$3,210,000.00 (the "Estimated Project Cost"). Any expenditure of funds or contract that would result in the expenditure funds above Estimated Project Cost must first be approved by all of the Parties. If the actual total costs upon completion of the Improvements are less than the Estimated Project Cost, each Party's share of the Estimated Project Cost shall be reduced proportionately. Notwithstanding the forgoing, the funds of the City shall not be applied to more than 30 percent of the contract amount for construction of the Improvements and will be limited to the amounts related

to oversizing required by the City beyond what is needed by the Developer.

**8. Account.** Each of the Parties agrees to pay equal sums to an account for a total amount equal to the Estimated Project Cost (the "Account"), subject to adjustments related to oversizing under paragraph 7. The Account will be for the sole purpose of covering each Party's share of the costs authorized by this Agreement. Each Party shall deposit its share of funds into the Account no later than 15 days after the Effective Date of this Agreement. Any Party that does not make its payment by the required date shall be deemed to have withdrawn from this Agreement in which event the remaining Parties may terminate this Agreement or proceed with this Agreement, subject to adjustments to the scope and cost of the Improvements and/or allocation of costs.

**A. Withdrawal of Funds and Payments.** No funds may be withdrawn from the Account without the written consent or approval of each of the City and the Developer. Payments from the Account will be made only upon the receipt of invoices for eligible expenses for right-of-way acquisition, work or services approved by the Parties. If any funds remain in the Account after payment of all eligible costs, these amounts will be refunded to the Parties on a prorata basis within 15 days of the final payment of all eligible costs approved by the Parties.

**9. City Inspection and Acceptance.** The City agrees to inspect the construction of the Improvements as construction progresses, to inspect the Improvements upon completion of construction, and to accept the Improvements upon satisfactory completion, in accordance with the City's inspection and acceptance policies and procedures. The City will issue a certificate of acceptance of the Improvements to the Developer when: a) all required inspections are passed; b) the Developer submits a one-year warranty against defects in materials and workmanship in the Improvements, executed by the Developer or the Developer's contractor; and c) the Developer submits a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, subcontractors have been released, and that there are no claims pending of which the Developer has been notified.

**10. Immunity, Liability, Indemnification and Release.**

**A.** The City and County are political subdivisions of the state of Texas acting in their governmental capacities and enjoy governmental immunity. By entering into this Agreement, the City and County do not waive their governmental immunity or the limitations as to damages under the Texas Tort Claims Act, or give their consent to suit.

**B.** *The Developer agrees to and shall indemnify, hold harmless, and defend the City and County and their officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the installation and construction of the Improvements under this Agreement.*

**C.** *The Developer shall indemnify and hold the City and County harmless from any claims of suppliers or subcontractors for improvements constructed for the Improvements.*

***D. The Developer shall indemnify and hold the City and County harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to installation and construction of the Improvements under this Agreement.***

E. The Developer assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges the City and the County, their officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes or action are covered in whole or in part by insurance.

**11. Responsibility for Contractor; Compliance with Laws.**

A. The Developer shall be solely responsible for, supervising, and, subject to any required approvals of the Parties, paying the construction contractor or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

B. The Parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used in connection with the installation of the Improvements under this Agreement are not employees or agents of the City or the County for any purpose.

**12. Applicable Laws.** The Developer shall be solely responsible for complying with all applicable laws in constructing the Improvements. The Developer is subject to any applicable ordinances, standards and fees of the City and this Agreement shall not be construed as waiving any such requirements.

**13. Entire Agreement; Assignment.** This Agreement constitutes the entire agreement between the parties hereto and may be amended only by a written document signed by the Parties. This Agreement shall be binding upon the successors and permitted assigns of the Parties. Developer may not assign this Agreement without the written consent of the City and the County, which consent may not be unreasonably withheld.

**14. Notice.** Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:  
City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, TX 78666  
Fax: (512) 396-4656

To the County:  
Jerry H. Borcharding, P.E.  
100 San Antonio Road  
San Marcos, TX 78666  
Fax: (512) 393-7393

To the Developer:  
Randall Morris  
Cottonwood Creek JDR, Ltd.  
333 Cheatham St.  
San Marcos, TX 78666  
Fax: 512-353-1791

If a Party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other Parties within 10 days of the change. Notices may also be provided by email to a Party is the authorized representative of such Party provides to the others in writing an email address for purposes of notice.

**15. Venue; Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Texas; and exclusive venue for any legal action arising under this Agreement shall lie in Hays County, Texas.

**16. TXDOT Participation Credits.** The City and the Developer are pursuing additional funding and participation for a portion of the Improvements from TXDOT pursuant to an Advanced Funding Agreement. If TXDOT agrees to provide funding or to perform all or any portion of the work under an Advanced Funding Agreement, the parties agree that the Estimated Project Cost will be reduced according to the amount of such participation with each Party's share of said Estimated Project Cost being reduced pro rata. Provided an Advanced Funding Agreement for any portion of the Improvements is entered into with TXDOT before completion of the remainder of the Improvements, the portion of the Improvements subject to the Advanced Funding Agreement may be completed within the timelines and schedules approved by TXDOT rather than the time specified in paragraph 5.

EXECUTED as of the Effective Date first written above.

**CITY:**

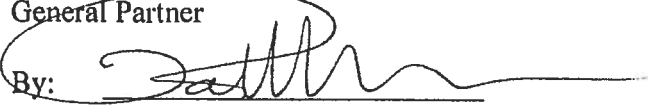
By:

James R. Nuse, P.E., City Manager

**DEVELOPER:**

By: ALAMO CREEK INVESTMENTS, INC.,  
General Partner

By:

  
Randall Morris, President

**COUNTY:**

By:

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

**EXHIBIT "A"**  
**Approximate Location of Right-of Way and Improvements**  
*(following page)*



**EXHIBIT "B"**  
**Description of Improvements**

The Project will feature:

- Roadway extension will be approximately 2,800 feet in length.
- 80- and 90-Foot Right of Ways are proposed.
- 80-Foot Roadway section will be constructed as a four lane, undivided road, including 2-12 foot travel lanes each direction, 14 foot continuous left turn lane, and 4 foot bicycle lanes and 6 foot concrete sidewalks on each side. Total street width is 46 feet face of curb to face of curb.
- 90-Foot Right of Way section approaching to and at the intersection with State Highway (SH) 123. Will be divided roadway with 2-12 foot travel lanes in each direction, 14 foot left turn lane at the intersection and including a varying width median.
- Future development access to be provided.
- Preliminary infrastructure for a future traffic signal at the SH 123 intersection to be provided.
- Approximately 3,150 feet of 12 inch and 8 inch water lines to be installed (City to pay only for costs needed for oversizing).
- Approximately 1,600 feet of 10 inch wastewater to be installed (City to pay only for costs needed for oversizing).
- Landscaping of pervious areas included.
- State Highway 123 Left Turn Lane improvements to be provided, approximately 750 feet each side of Ratter Road intersection.
- Associated paving, drainage, water quality, stormwater detention and striping improvements included.

**EXHIBIT "C"**  
**Eligible Project Cost Components**

- Engineering
  - Preparation of construction plans
  - Preparation of specifications, estimates and bid documents
  - Construction Phase support as needed through project closeout
  - Coordination with any TXDOT-construction of adjacent improvements
- Surveying
  - Preparation of Right-Of-Way acquisition/easement maps
  - Base design survey
- Construction
  - Construction of the project improvements and restoration of areas affected by construction activities (City's share limited to amounts needed for oversizing)
- Land Acquisition
  - Preparation of acquisition documentation and notices
  - Negotiations and filing of agreements with landowners and required supporting documentation
- Contingency
  - To accommodate higher bid prices and possible change orders due to unknown existing conditions

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding between Hays County, the Wimberley Springs Community Association of Hays County, Inc., and Wimberley Springs Partners, Ltd., related to the dedication of roadways in the Woodcreek North Subdivision.

**TYPE OF ITEM:** MISCELLANEOUS

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** Developer and Community Association each wish to dedicate and convey certain roadways and ROW that they respectively own, and/or possess and maintain, in the Woodcreek North Subdivision. If Hays County receives these roadways, pursuant to the terms of the Agreement, the roadways will become public roadways and will be maintained by the County.

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

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

**RECITALS**

**WHEREAS**, the County is a political subdivision of the State of Texas ("State") and has the authority specified under the Constitution and statutes of the State;

**WHEREAS**, the County, pursuant to Texas Local Government Code 232, has broad authority to establish subdivision standards and road standards related to the construction and development of subdivisions in the County;

**WHEREAS**, the County, pursuant to Texas Transportation Code Chapter 251.003, is authorized to make and enforce all rules and orders relating to the construction and maintenance of public roads in the County;

**WHEREAS**, under Section 251.004 of the Texas Transportation Code, the County is responsible for supervising the public roads in Hays County and the County wishes to accept the dedication of certain private roads as public roads for the betterment of the County and its residents in accordance with, and subject to, this Agreement;

**WHEREAS**, under Section 251.006 of the Texas Transportation Code, the County is authorized to make payments for, or if necessary condemn, materials to be used for the construction of new public roads and Developer or WSCA wishes to make those materials available to the County for no charge in accordance with this Agreement;

**WHEREAS**, Section 251.016 of the Texas Transportation Code provides that the Commissioners Court of the County exercises general control over all roadways in a county and County wishes to exercise that authority by entering into this Agreement to provide for the dedication of certain roads to the County for the benefit of the County and its residents;

**WHEREAS**, Section 251.053 of the Texas Transportation Code grants counties broad authority to declare as a public road any line between the location of any persons or any practical route and the Commissioners Court of Hays County wishes exercise such authority be declaring certain roadways as public roads upon completion of certain repairs by WSCA in accordance with the terms of this Agreement;

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

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

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

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

**WHEREAS**, the Developer, WSCA and County agree that, upon the dedication and conveyance of such roadways and ROW, as depicted in Exhibit B, to the County and the County's acceptance of such roadways and ROW, such roadways will become public roadways.

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

#### **ARTICLE I. OWNER OBLIGATIONS.**

- 1.1**     *Payment of Estimated Roadway Improvements.* As a condition precedent to County's obligations cited in Article II, Developer and/or WSCA shall pay County the estimated costs of the Work to the roadways described in Exhibit "A" and depicted in Exhibit "B". The Parties agree that a reasonable estimation of costs of the Work is \_\_\_\_\_ Dollars (\$\_\_\_\_\_ USD). Developer and/or WSCA shall pay by delivering a check payable to "Hays County, Texas" to County's contact for notice under Section 3.1, below concurrently with Hays County's acceptance of the Dedication Deeds, which shall occur within forty-five (45) days of the date this MOU is fully executed by the Parties.
- 1.2**     *Dedication of Real Property Owned in Fee Title.* As a condition precedent to County's obligations cited in Article II, Developer and/or WSCA shall dedicate via Special Warranty Deed in the form attached hereto as Exhibit "D" the roadways and ROW described in Exhibit "A" and depicted in Exhibit "B", subject to Section 1.3 below.
- 1.3**     *Dedication of Real Property Possessed but not Owned in Fee Title.* If Developer and/or WSCA possess and maintain certain roadways and ROW described in Exhibit "A" and depicted in Exhibit "B" but do not hold fee title to said properties, then, instead of dedicating those properties pursuant to Section 1.2, Developer and/or WSCA may request County's acceptance of their dedication via Quit Claim Deed. County may, at its own discretion, accept dedications via Quit Claim Deed for any roadways or ROW not specified in Exhibit A as to be conveyed only via Quit Claim Deed. County's acceptance

of dedications under this Section 1.3 shall be a condition precedent to County's obligations cited in Article II. Each of the Developer and WSCA will convey a Quit Claim deed to Hays County for any of the roadways and ROW that it does not convey by Special Warranty Deed. Hays County agrees to accept only a Quit Claim Deed from Developer for any of the roadways or ROW marked "Developer Quitclaim" on Exhibit A, and Developer shall not be obligated to deliver a Special Warranty Deed for such roadways or ROW. Hays County agrees to accept only a Quit Claim Deed from WSCA for any of the roadways or ROW marked "WSCA Quitclaim" on Exhibit A, and WSCA shall not be obligated to deliver a Special Warranty Deed for such roadways or ROW. The Quitclaim Deeds will be in the form of Exhibit "E" attached hereto. The Quitclaim Deeds and the Special Warranty Deeds are collectively referred to herein as the "Dedication Deeds".

## **ARTICLE II. COUNTY OBLIGATIONS.**

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

- 2.5** *Future Dedications of Roadway.* The Parties agree to cooperate in the future to facilitate the dedication of additional roadway and ROW in Woodcreek North pursuant to the terms of this MOU. The Parties agree that additional roadways may be added to this Agreement from time to time upon approval of the amount to be paid by WSCA or Developer pursuant to Section 1.1, as well as a description of the roadways and ROW to be dedicated by the Road Engineer and the Commissioner of Precinct 3, as well as the Developer and WSCA.

### **ARTICLE III. MISCELLANEOUS.**

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

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

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

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

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



- 3.4** *Survival.* Notwithstanding any termination of this MOU, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2.1, 2.2, 2.4, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13.
- 3.5** *Force Majeure.* Either of the parties to this agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this MOU, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement and not within the control of any Party. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.
- 3.6** *Severability.* If any Section or provision of this MOU is held to be invalid or void, the other Sections and provisions of this MOU shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this MOU shall be construed so that they are as consistent with the parties' intents as possible.
- 3.7** *Multiple Counterparts.* This MOU may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 3.8** *Section Headings; Exhibits.* The Section and Subsection headings used herein shall not enter in the interpretation hereof. The Exhibit(s) that may be referred to herein and may be attached hereto are incorporated herein to the same extent as if set forth in full herein.
- 3.9** *Waiver by Party.* Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this MOU of any covenant, term, condition, agreement, right, or duty that arises under this MOU shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this MOU.
- 3.10** *Governing Law and Venue.* THIS MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this MOU will be brought in Hays County, Texas.
- 3.11** *Assignment.* No party to this MOU may assign its duties, rights, and/or obligations under this MOU, in whole or in part, without the other party's prior written consent thereto.
- 3.12** *Binding Effect.* Subject to any provisions hereof restricting assignment, this MOU shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

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

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

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

**COUNTY:**

**Developer:**

\_\_\_\_\_  
**Dr. Bert Cobb, M.D.**  
**111 E. San Antonio**  
**San Marcos, Texas 78666**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**By: Winton Porterfield**  
**2500 FM 2325**  
**Wimberley, TX 78676**

\_\_\_\_\_  
**Date**

**WSCA:**

**Attest:**

\_\_\_\_\_  
**Linda Fritsche**  
**Hays County Clerk**

\_\_\_\_\_  
**By: Winton Porterfield**  
**2500 FM 2325**  
**Wimberley, TX 78676**

\_\_\_\_\_  
**Date**

## February 8, 2012

76

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: 11-4-17 Avana Phase I (93 lots); Discussion and possible action to approve preliminary plan; consider variances from Table 721.02 of the Hays County Development Regulations.**

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Roxie McInnis

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

**SUMMARY:**

The Avana Phase I subdivision consists of 115.06 acres (27.27 of which are located in Hays County) along the Hays/Travis border in northern Precinct 2. The proposed division will consist of 271 lots (93 lots in Hays County).

Water and wastewater services will be provided by Mid-Tex Utilities, Inc.

The preliminary plan meets all of the county's rules with the exception of three variances requested from the Hays County roadway design requirements found in Table 721.02. Variance number one is from the requirement that all roadways classified as "Minor Collector" have a minimum travel way of 22 feet with five feet of shoulder on either side. Based on recommendation from the City of Austin, the developer is requesting that the minor collectors be 28 feet (face of curb to face of curb) with a collective storm sewer. Variance number two is from the requirement that all roadways classified as "Minor Arterial" have a minimum travel way of 48 feet with eight feet of shoulder on either side. The City of Austin's Metropolitan Area Roadway Plan requires that the extension of Escarpment Boulevard shall be consistent with the existing roadway (30 feet of pavement with 18 inch ribbon curbs on each side). Variance number three is from the building setback requirements for urbanized local roadways and minor collectors. The developer is requesting to comply with the SF-2 zoning category requirements in place for the remainder of the subdivision (178 lots) which will allow for 25 foot front yard, 15 foot street side yard, five foot interior side yard, and 10 foot rear yard setbacks.

**AVANA PHASE 1**  
**PRELIMINARY PLAN**

C8J-2011-0065

**SUBMITTAL DATE:** **JUNE 7, 2011**

**JOHN BOHNER, VICE PRESIDENT**  
STANDARD PACIFIC OF TEXAS, INC.  
11201 LAKELINE BLVD  
BUILDING 1 SUITE 100  
AUSTIN, TEXAS 78741  
PHONE (512) 336-4515

**LEE ENGINEERING INC.**  
5318 HIGHWAY 290 WEST  
AUSTIN, TEXAS 78737  
PHONE (512) 336-4141  
FAX (512) 336-4170

**CARROLL INTERNATIONAL ENGINEERING INC.**  
1011 CAPITAL OF TEXAS HIGHWAY 5  
AUSTIN, TEXAS 78746  
PHONE (512) 327-4050, FAX (512) 327-4050

**LJA Engineering, Inc.**  
5316 Highway 290 West  
Suite 150  
Austin, Texas 78735

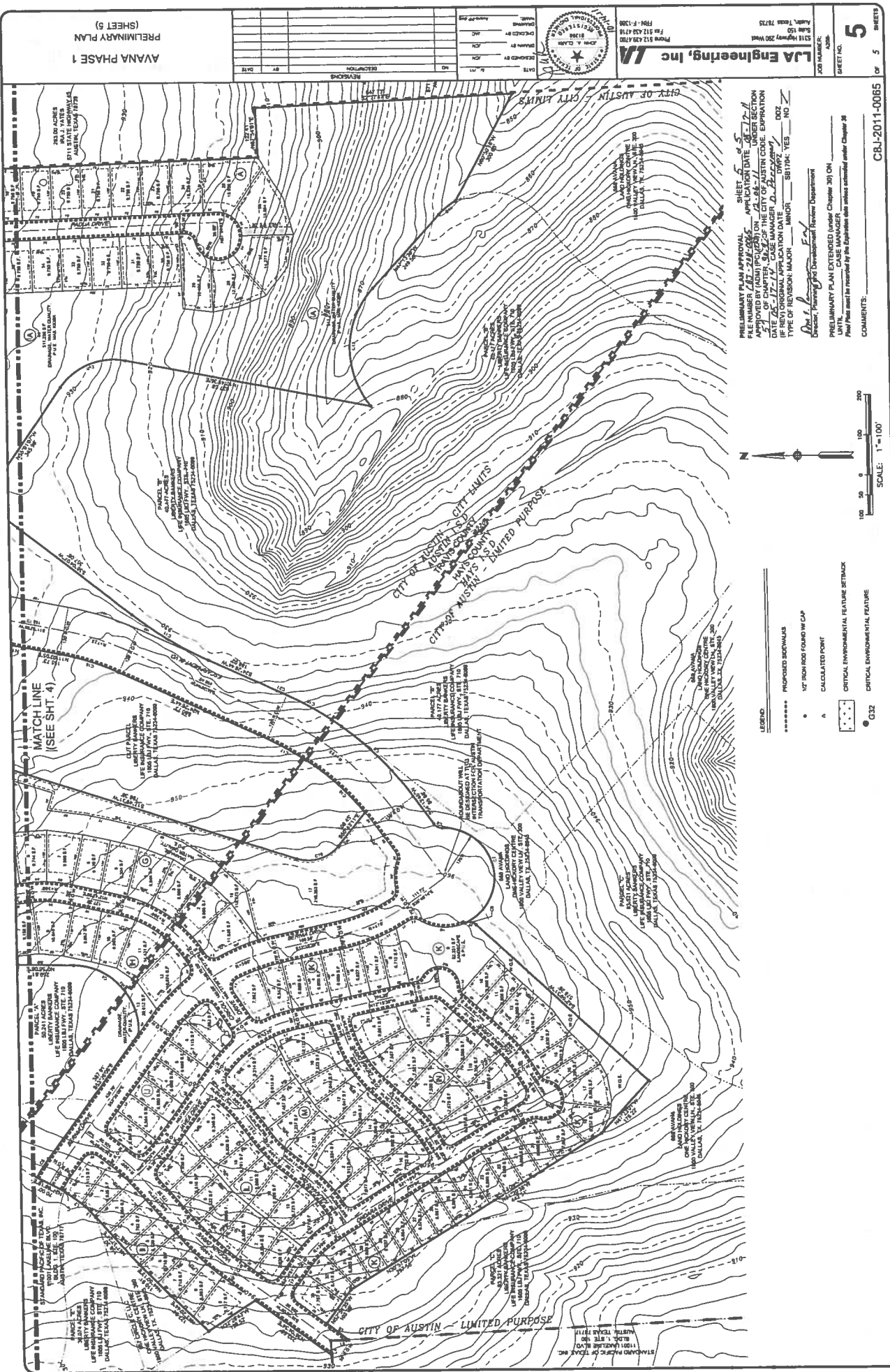
C8J-2011-0065











AVANA PHASE 1  
PRELIMINARY PLAN  
(SHEET 5)

| NO. | REVISION                | DATE     |
|-----|-------------------------|----------|
| 1   | ISSUED FOR PERMIT       | 08/11/11 |
| 2   | REVISED FOR CITY REVIEW | 09/01/11 |
| 3   | REVISED FOR CITY REVIEW | 09/01/11 |
| 4   | REVISED FOR CITY REVIEW | 09/01/11 |
| 5   | REVISED FOR CITY REVIEW | 09/01/11 |



**LVA Engineering, Inc.**  
Phone 512.432.4710  
Fax 512.432.4710  
11000 LANTANA BLVD.  
SUITE 100  
DALLAS, TEXAS 75243

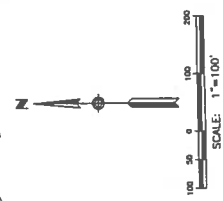
PROJECT NO. **5**  
SHEET NO. **5**  
OF **5** SHEETS

PRELIMINARY PLAN APPROVAL  
FILE NUMBER **123456789** APPROVED DATE **08-11-11**  
APPROVED BY **[Signature]** PROJECT MANAGER  
DATE **08-11-11** CITY OF AUSTIN CODE EXPIRATION  
DATE **08-11-11** CASE MANAGER **D. HARRIS** DOZ  
PROJECT LOCATION **AVANA PHASE 1**  
TYPE OF DEVELOPMENT **MAJOR** MINOR **NO** YES **NO**

Director, Planning & Development Services Department  
CITY OF AUSTIN

PRELIMINARY PLAN EXTENDED (under Chapter 30) ON  
UNITS **100** CASE MANAGER **D. HARRIS**  
Plan must be reviewed by the Department and extend additional Chapter 30

COMMENTS:



- LEGEND
- \*\*\*\*\* PROPOSED BOUNDARIES
  - 1/4" IRON ROD FOUND IN CAP
  - △ CALCULATED POINT
  - CRITICAL ENVIRONMENTAL FEATURE SETBACK
  - CRITICAL ENVIRONMENTAL FEATURE
- G32

## Roxie McInnis

---

**From:** Schatz, Gary [  
**Sent:** Monday, January 30, 2012 4:13 PM  
**To:** John Clark; Roxie McInnis  
**Cc:** Bollich, Eric; Zapalac, George; Almazan, Joe  
**Subject:** RE: Avana Phase 1 Preliminary Plan (City of Austin Case #C8J-2011-0065)

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Thanks, John. Glad to help.

Hi, Roxie. The City of Austin has asked John (and many other developers) to consider narrower roadways in their developments through context-sensitive, people-centric designs. In many instances the roadways built in the past are wider than necessary from a traffic engineering standpoint, resulting in higher than appropriate travel speeds and increased impervious cover. We fully support the concept of "wide nodes, narrow roads", meaning more effective intersections such as modern roundabouts should be strongly considered over traditional intersections, including signalized intersections. We also support innovative stormwater management concepts such as bioswales and rain gardens incorporated into the right-of-way. Recent collaborations with Austin Fire Department as well as Austin/Travis County EMS have afforded us opportunities to share information and "right-size" our roadways through discussion of building context and roadway connectivity within the development.

A recent initiative announced by our Director of Public Works is a complete rewrite of our Transportation Criteria Manual (TCM). From his recent directive to staff:

*I think we all agree that the TCM needs to be made over, and not just revised and updated. Our goal in this effort is to create something that is supportive of and consistent with the planning framework established through Imagine Austin and the related and reference plans, and is still protective of all of the uses of the right of way. The document should be renamed, and be less proscriptive and provide the Directors of Public Works and Transportation with greater latitude in defining outcomes as well as techniques. It should be something that sets a national standard.*

*The revised manual should establish a framework and incorporate by reference the standards we want to include. It should be flexible enough to accommodate the dense, urban development that comes with a "compact and connected City," the suburban type development we have in the outer rings of the City, and the rural areas at the City's edges. It should accommodate the fact that the ROW is not completely occupied by hardscape, and that not all utilities will be placed under asphalt. Different modes of transportation should be both given priority in slices of the ROW where possible, and in many cases provide for sharing of the space.*

Please let me know if you have any questions or comments. I am more than glad to come to your offices to share information.

*Please note new email and web address information below.*

**Gary W. Schatz, P.E., PTOE**  
Assistant Director - Transportation Management  
Austin Transportation Department  
City of Austin  
505 Barton Springs Road, Suite 800  
Austin, Texas 78704  
office 512-974-7189  
fax 512-974-1101

[www.austintexas.gov](http://www.austintexas.gov)

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**From:** John Clark [  
**Sent:** Monday, January 30, 2012 3:48 PM

**To:** Schatz, Gary  
**Cc:** Bollich, Eric; Roxie McInnis  
**Subject:** Avana Phase 1 Preliminary Plan (City of Austin Case #C8J-2011-0065)

Gary

Roxie McInnis Subdivision Coordinator with Hays County has requested an e-mail from you that the City of Austin is requesting the narrower roadway widths within the Avana Phase 1 Preliminary Plan. I sent her a copy of the approved Preliminary Plan with the roadway widths that you requested but she would like an e-mail from you that the narrower roadway widths were requested by the City of Austin. Your e-mail will be used as backup for Hays County Commissioners Court to approve the narrower widths.

I look forward to your response. Thanks for your help.

John A. Clark, P.E.  
LJA Engineering, Inc.  
5316 Hwy. 290, Suite 150  
Austin, Texas 78735  
Ph: 512-439-4700  
Fax: 512-439-4716  
E-mail: ;



# **REQUEST FOR VARIANCE** **Hays County, Texas**

To be included with Plat Submittal  
or Application for Development Authorization

## *For Office Use Only*

**Tracking Number:** \_\_\_\_\_  
**Date App. Received:** \_\_\_\_\_  
**Precinct # in which located:** \_\_\_\_\_


**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

## **OWNER INFORMATION:**

Property Owner's Full Legal Name: Standard Pacific of Texas, Inc., (contact: John Bohnen, Vice President)  
Property Owner's Mailing Address: 11001 Lake line Blvd., Building 1, Suite 100, Austin, Texas 78717  
Home Phone: N/A Work Phone: 512-506-4015  
Cell Phone: 512-844-2236 e-Mail Address: john.bohnen@stanpac.com

**IF APPLICABLE:** Owner hereby gives John A. Clark, P.E. (LJA Engineering, Inc.), Applicant permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

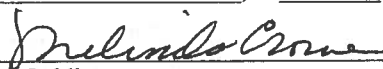
 John Bohnen  
Owner's Signature Vice President

STATE OF TEXAS  
COUNTY OF Travis

Subscribed and sworn to before me this 1 day of November, 20 11

(seal)



  
Notary Public  
My Commission expires: \_\_\_\_\_

## **APPLICANT INFORMATION (if different from Owner):**

Applicant's Full Legal Name: John A. Clark, P.E., LJA Engineering, Inc.  
Applicant's Mailing Address: 5316 Hwy. 290 West, Suite 150, Austin, Texas 78735  
Home Phone: N/A Work Phone: 512-439-4700  
Cell Phone: 512-657-8134 e-Mail Address: jclark@ljaengineering.com

## **PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): Avana Phase I Preliminary Plan; 11-4-17  
911 street address for the Subject Property, if established: N/A

Legal description:

Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_, Sec \_\_\_\_\_, Phase \_\_\_\_\_

If not located in a subdivision: Survey, C.W. Hudson Survey No. 43, Abst. No. 2301, H.W. Cocke Survey No. 83, Abst. No. 196 and H.W. Cocke Survey No. 432, Abst. No. 197, Recorded Document No. 2011-11010166

Hays Central Appraisal District Property ID Number: R97597 (This has not been updated to show new Owner)  
*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: Precinct 4  
*This information can be obtained by calling (512) 393-2190.*

**ACTION REQUESTED:**

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
  - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
  - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
  - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
  - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☒ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): \_\_\_\_\_

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

| Section of Regulations being Appealed | Requirements of Regulations  | Variance Sought from Requirements  |
|---------------------------------------|--|--|
| Chapter 721<br>Table 721.02           | <u>Minor Collector Min. Travel way 22 feet, Width of Shoulders 5 feet</u><br>_____<br>_____<br>_____ | <u>Per the City of Austin Assistant Director of Transportation, Gary W. Schatz, P.E. is requesting 28 feet face of curb to face of curb with collective storm sewer.</u><br>_____        |
| Chapter 721<br>Table 721.02           | <u>Minor Arterial Min. Travel way 48 feet, Width of Shoulders 8 feet.</u><br>_____<br>_____<br>_____ | <u>Per the City of Austin Metropolitan Area Roadway Plan Escarpment Boulevard MAU2 requiring 30 feet of pavement. Roadway is proposed with 18" ribbon curbs on each side of roadway.</u> |

| Section of Regulations being Appealed | Requirements of Regulations                      | Variance Sought from Requirements   |
|---------------------------------------|--|---|
| Chapter 721<br>Table 721.02           | <u>Building setback 25 feet.</u><br><br><br><br> | <u>Property is located in the City of Austin Limited Purpose and is zoned SF-2. Request is to use setbacks as established for that City of Austin zoning category. The setbacks are 25 foot front yard, 15 foot street side yard, 5-foot interior side yard and 10 foot rear.</u> |
|                                       | <br><br><br><br>                                 | <br><br><br><br>  |

**HARDSHIP FINDINGS (attach additional sheets if necessary):**

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The roadway width of the minor collector was requested by the City of Austin Assistant Director of Transportation Gary W. Schatz, P.E.. The Owner of the property agreed to comply with the City's request.

The minor arterial is shown per the City of Austin Metropolitan Area Transportation Plan and is consistent with the roadway section not located in Hays County. All of the traffic will be exiting north toward Hwy. 45. The roadway north of the Hays County line will be constructed at 30 feet with 18 inch ribbon curbs. The roadway changing width will not be consistent with the rest of roadway.

The request for the building lines to comply with SF-2 zoning is consistent with the remainder of the subdivision that is not located in Hays County. Having different building lines than zoning category will make things very confusing for the builders.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:  
The minor collector roadway widths were requested by the City of Austin's Assistant Transportation Director, not the Owner. The director feels very strongly that the narrower pavement width will slow traffic therefore making it safer for the public. The Owner agreed to comply with the director's request. The other minor collector within the subdivision (within City of Austin Full Purpose) is 28 feet face of curb to face of



curb, as requested here.

---

The arterial roadway width is consistent with the section outside of Hays County (City of Austin Full Purpose) and the City of Austin Metropolitan Transportation Plan.

---

The portion of the property that is within Hays County is located in the City of Austin Limited Purpose and is zoned SF-2. The building lines requested are for SF-2 zoning which is consistent with the remainder of the subdivision that is outside Hays County. All of the surrounding subdivisions setbacks are consistent with the zoning categories.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

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The variance for the minor collector pavement width is a request by the City of Austin Assistant Transportation Director, Gary W. Schatz, P.E. He made the determination that the public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land.

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The minor arterial roadway pavement width is consistent with the width as determined by the City of Austin Metropolitan Area Transportation Plan and is consistent with the roadway section not located within Hays County. By granting this variance would allow the roadway to be the same width on either side of the county line.

---

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The minor collector roadway width is being requested by the City of Austin Transportation Department not the Owner.

The pavement width for the Minor Arterial is as show on the City of Austin Metropolitan Transportation Plan, not the Owner.

---

The portion of the property within Hays County is within the Limited Purpose of the City of Austin and is zoned SF-2. Within the City of Austin Ful Purpose City Limits building setbacks are determined by the City's zoning category. The zoning is SF-2. The proposed building lines are consistent with that zoning. If the area is annexed by the City the building lines will be concistent.

---

5. Describe how the variance will improve the functionality of the development on the Subject Property:

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Once again the minor collector pavement width is requested by the City of Austin Transportation, Assistant Director not the Owner. The director's feels very strongly that the narrower pavement width will slow down

traffic within the residential subdivision and overall make it a safer for the public.

---

The minor arterial proposed pavement width is the same width across the county line. The consistent pavement width will allow the driver not to have to maneuver the transition of pavement.

With the building lines being consistent on both sides of the county line (consistent with SF-2 zoning) the streetscape the same and the overall function of the subdivision the same.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

The minor collector right-of-way will not reduced with the pavement width. The proposed right-of-way width is 70 feet, therefore, increasing the area from right-of-way and back of curb.

---

For the minor arterial the right-of-way width required, per the Bradley Parties Settlement Agreement is 120 feet, therefore increasing the area behind back of curb to right-of-way.

Per the City of Austin, the overall impervious cover of the tract (1092.93 acres) is limited to 15 percent of the net site area. With the City of Austin purchasing 611 acres (58.5 acres of allowable impervious cover) based on the gross site area the impervious cover will be around 4.7 percent. Therefore, there will be a significant amount of conservation space.

---

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

The minor collector pavement width is a request of the City of Austin Transportation Department. The granting of this variance will resolve this conflict with the City's request.

The pavement width of the Minor Arterial is being proposed per the City of Austin Metropolitan Transportation Plan. Granting the variance will allow the roadway to be in compliance with that plan and consistent through the subdivision.

By granting the building lines setbacks, per the City of Austin's SF-2 zoning will maintain the setbacks consistent with that zoning.

---

\*\*\*\*\*

## PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☒ Other – List any other supplemental information submitted with this Application:

City of Austin Land Development Code 25-2-492 Site Development Regulations for zoning illustrating the proposed setbacks.

City of Austin Metropolitan Transportation Plan illustrating Escarpment Blvd.

City of Austin Minor Arterial Roadway Section has been attached. Per a separate agreement with the City of Austin the right-way shall be 120 feet.

\*\*\*\*\*

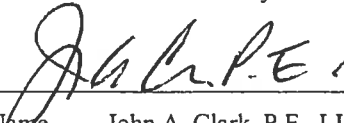
### Note:

The completed subdivision application was submitted with the Preliminary Plan submittal.

Check for \$300 (\$100/variance) has been attached.

**OWNER'S/APPLICANT'S CERTIFICATION:**

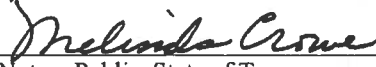
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

  
\_\_\_\_\_  
Print Name John A. Clark, P.E., LJA Engineering, Inc.

STATE OF TEXAS     §  
COUNTY OF ~~HAYS~~     §

*Travis*  
Subscribed and sworn to before me this 2 day of November, 20 11.

(seal)

  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_



**§ 25-2-492 SITE DEVELOPMENT  
REGULATIONS.**

- (A) The table in Subsection (D) establishes the principal site development regulations for each zoning district.
- (B) Except as provided in Subsection (C), if a requirement of Subsection (D) conflicts with another provision of this title, the more restrictive regulation governs.
- (C) The requirements of the other provisions of this subchapter supersede the requirements of Subsection (D), to the extent of conflict.

(D) Site development regulation table.

Source: Section 13-2-630; Ord. 990225-70; Ord. 991104-46; Ord. 000511-109; Ord. 030731-53; Ord. 031211-11; Ord. 041118-57; Ord. 20100819-064.

|                                    | LA     | RR     | SF-1*** | SF-2  | SF-3  |
|------------------------------------|--------|--------|---------|-------|-------|
| MINIMUM LOT SIZE<br>(square feet): | 43,560 | 43,560 | 10,000  | 5,750 | 5,750 |
| MINIMUM LOT WIDTH:                 | 100    | 100    | 60      | 50    | 50    |
| MAXIMUM DWELLING UNITS<br>PER LOT: | 1      | 1      | 1       | 1     | **    |
| MAXIMUM HEIGHT:                    | 35     | 35     | 35      | 35    | 35    |
| MINIMUM SETBACKS:                  |        |        |         |       |       |
| FRONT YARD:                        | 40     | 40     | 25      | 25    | 25    |
| STREET SIDE YARD:                  | 25     | 25     | 15      | 15    | 15    |
| INTERIOR SIDE YARD:                | 10     | 10     | 5       | 5     | 5     |
| REAR YARD:                         | 20     | 20     | 10      | 10    | 10    |

CITY OF AUSTIN 2025 METROPOLITAN AREA TRANSPORTATION PLAN

Adopted June 7, 2001  
Last Amended September 27, 2001

| Unshaded<br>PROPOSED 2025 AMATP ROADWAY PLAN TABLE<br>ROADWAY | Desired Development Zone<br>Drinking Water Protection Zone<br>SEGMENT  | Existing<br>1997   | 2025<br>AMATP  | Required<br>ROW | Existing ROW     |     |     | Area<br>Environ<br>Sensitivity | CAMPO<br>Bike<br>Route Sys | Austin<br>Bike Plan<br>Rec<br>Facility | Remarks | Portions<br>in<br>BSEA<br>Recharge<br>Zone |    |    | Portions<br>in<br>NEA<br>Recharge<br>Zone |  |  |
|---|--|--|--|-----------------|------------------|-----|-----|--------------------------------|----------------------------|--|---------|--|----|----|---|--|--|
|   |  |  |  |                 | *GIS<br>Estimate | ROW |     |                                |                            |  |         | 13   | 14 | 15 |   |  |  |
|   |  |  |  |                 |                  | MIN | MAX |                                |                            |  |         |  |    |    |   |  |  |
| (Loop 275)  | US 290 (W) - Stassney Ln.<br>Stassney Ln. - William Cannon Dr.<br>William Cannon Dr. - Slaughter Ln.<br>Beckett Rd. - Brodie Ln.<br>Brodie Ln. - Huebinger Pass<br>Huebinger Pass - S. 1st St.<br>S. Congress Ave. - IH 35 (S)<br>US 183 (N) - US 183 (A)<br>US 183 (A) - Palmer Ln.<br>Palmer Ln. - Howard Ln.<br>Howard Ln. - Great Oaks Dr.<br>Great Oaks Dr. - RM 620<br>RM 620 - Arterial C<br>Study Boundary (NE) - Plugerville<br>East Rd.<br>Plugerville East Rd. - Wells<br>Branch Pkwy.<br>Wells Branch Pkwy. - US 290 (E)<br>Howard Ln. - Palmer Ln.<br>Palmer Ln. - Rundberg Ln.<br>Rundberg Ln. - US 183 (N)<br>US 183 (N) - US 290 (E)<br>US 290 (E) - 51st St.<br>US 183 (N) - Whispering Valley Dr.<br>Whispering Valley Dr. - Loop 1<br>Lake Austin Blvd. - Exposition<br>Bvd.<br>Exposition Blvd. - Loop 1<br>Loop 1 - N. Lamar Blvd.<br>N. Lamar Blvd. - West Ave.<br>West Ave. - Red River St.<br>Red River St. - IH 35 (N)<br>William Cannon Dr. - Davis Ln.<br>Davis Ln. - SH 46 (S) | MAU 4<br>MAU 4<br>MAU 2/MAD 4<br>—<br>MNR 2/<br>MAD 4<br>MNR 2/<br>MAD 4<br>—<br>—<br>—<br>MAD 4<br>MAD 4<br>MNR 2<br>MNR 2<br>MNR 210<br>MAD 4<br>MAD 6<br>MAD 6<br>MAD 6<br>MAD 6<br>MAU 4<br>MAU 2<br>MAD 4<br>MNR 2<br>MNR 210<br>MAD 4<br>MAD 8<br>MAD 8<br>MAD 6<br>MAU 4<br>MNR 4<br>Existing<br>Existing<br>MNR 4<br>Existing<br>MAD 6<br>Existing<br>MAD 6<br>Existing<br>MAD 8<br>MAD 04 | MAD 4<br>MAD 6<br>MAD 4<br>MAD 4<br>MAD 2<br>MAD 2<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 4<br>MAD 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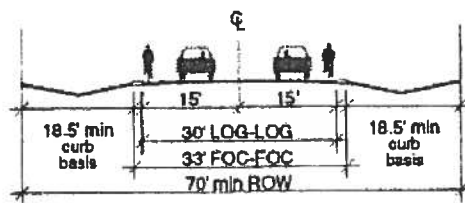
Please see NOTES Section on page 24 for interpreting roadway table.

| Unshaded                               | Desired Development Zone<br>Drinking Water Protection Zone | Existing<br>1997                | 2025<br>AMATP | Required<br>ROW | Existing ROW     |             |             | Area<br>Environ<br>Sensitivity | CAMPO<br>Bike<br>Route Sys | Austin<br>Bike Plan<br>Rec<br>Facility | Remarks   | Portions<br>in<br>BSEA<br>Recharge<br>Zone  | Portions<br>in<br>BSEA<br>Recharge<br>Zone | Portions<br>in<br>NEA<br>Recharge<br>Zone |   |   |
|--|--|---------------------------------|---------------|-----------------|------------------|-------------|-------------|--------------------------------|----------------------------|--|---|---|--|---|---|---|
|  |  |                                 |               |                 | *GIS<br>Estimate | ROW/<br>MIN | ROW/<br>MAX |                                |                            |  |   |   |  |   |   |   |
| PROPOSED 2025 AMATP ROADWAY PLAN TABLE | SEGMENT  | 3                               | 4             | 5               | 6                | 7           | 8           | 9                              | 10                         | 11                                     | 12  | 13  | 14   | 15  |   |   |
| ROADWAY                                | SH-45(S) - FM 987  | ---                             | MAU 2         | 74              |                  |             |             | HIGH                           |                            |  | Preserve ROW for A MAD 4. Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with criteria listed in Attachment 2. |   |  |   |   |   |
|  | Exposition Blvd.   | MNR 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-5                                   |   |   | X  |   |   |   |
|  |  | Westover Rd. - Enfield Rd.      | MNR 2         | Existing        |                  |             |             |                                | LOW                        | B                                      | BI-5  |   |  |   |   |   |
|  |  | Enfield Rd. - Lake Austin Blvd. | MNR 2         | Existing        |                  |             |             |                                | LOW                        | B                                      | BI-5  |   |  |   |   |   |
|  | Far West Blvd.   | MNR 4                           | Existing      |                 |                  |             |             | HIGH                           | B                          | BI-5                                   | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.                            |   |  |   |   |   |
|  |  | Mesa Dr. - Hart Ln.             | MNR 4         | Existing        |                  |             |             |                                | HIGH                       | B                                      | BI-5  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.  |  |   |   | X |
|  | Fitzhugh Rd.   | MAD 8                           | Existing      |                 |                  |             |             | MED                            | B                          | BI-5                                   | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.                            |   |  |   |   | X |
|  |  | US 290 W - Travis County Line   | MNR 2         | MAD 4           | 114              |             |             |                                | HIGH                       | B                                      | BI-5  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with criteria listed in Attachment 2. |  | X   |   |   |
|  | Giles Rd.  | MNR 2                           | Existing      |                 |                  |             |             | LOW                            |                            | BI-5                                   |   |   |  |   |   |   |
|  |  | Greenlawn Blvd.. - IH 35        | 0/ MAD 4      | MAD 4           | 114              |             |             |                                | LOW                        | B                                      |   | Realign intersection with Plugerville Loop.   |  |   |   |   |
|  |  | IH 35 (N) - Ivy Bridge          | MAD 4         | Existing        |                  |             |             |                                | LOW                        | B                                      |   | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.  |  |   |   |   |
|  | Great Hills Tr.  | Loop 380 - US 183 (N)           | MAD 4         | Existing        |                  |             |             |                                | MED                        | B                                      | BI-5  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.  |  |   |   | X |
|  |  | US 183 (N) - Stonelake Blvd.    | MAD 4         | Existing        |                  |             |             |                                | MED                        |  | BI-5  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.  |  |   |   | X |
|  | Gregg Manor Rd.  | Fuchs Grove Rd. - US 290        | MNR 2         | MAD 4           | 114              |             |             |                                | LOW                        | B                                      | WC/15   |   |  |   |   |   |
|  |  | US 183 (S) - Fairway St.        | MNR 0/4       | Existing        |                  |             |             |                                | MED                        | B                                      | WC/15   | See Montopolis Dr.  |  |   |   |   |
| Fairway St. - Montopolis Dr.           |  | MAD 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
| Guadalupe St.                          |  | N. Lamar Blvd. - 45th St.       | MAU 4         | Existing        |                  |             |             | LOW                            |                            | BI-6                                   |   |   |  |   |   |   |
|  |  | 45th St. - 38th St.             | MAD 4         | Existing        |                  |             |             |                                | LOW                        |  | BI-5  |   |  |   |   |   |
| 38th St. - 29th St.                    |  | MAU 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-5                                   |   |   |  |   |   |   |
| 29th St. - 26th St.                    |  | MAU 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-5                                   |   |   |  |   |   |   |
| 26th St. - 24th St.                    |  | MAU 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-5                                   |   |   |  |   |   |   |
| 24th St. - MLK Blvd.                   |  | MAU 4                           | Existing      |                 |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
| MLK Blvd. - Cesar Chavez               |  | MAU 2/4                         | Existing      |                 |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
| Harris Branch Pkwy./Cameron Rd.        | Plugerville Rd. - Wells Branch Pkwy.                       | MNR 2                           | MAD 6         | 140             |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
|  | Wells Branch Pkwy. - Braker Ln.                            | MNR 2                           | MAD 6         | 140             |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
|  | Braker Ln. - US 290 (E)                                    | MAD 4                           | MAD 6         | 140             |                  |             |             | LOW                            | B                          | BI-6                                   |   |   |  |   |   |   |
|  | Howard Ln. - IH 35 (N)                                     | ---                             | MAD 6         | 140             |                  |             |             | HIGH                           |                            | BI-6                                   |   |   |  |   |   |   |
| Harris Ridge Blvd.                     | Heatherwilde Blvd./  | MAD 0/4                         | MAD 4         | 114             |                  |             |             | LOW                            |                            |  |   |   |  |   |   |   |
|  | Arterial #14   | MNR 2                           | MAD 4         | 114             |                  |             |             | LOW                            |                            |  | Note: section from Parmer - Howard is McCallen Pass.  |   |  |   |   |   |
| Howard Lane                            | Wells Branch Pkwy. - Parmer Ln.                            | MNR 2                           | MAD 4         | 114             |                  |             |             | LOW                            |                            |  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.                            |   |  |   | X |   |
|  | Davis Springs Rd. - RM 620                                 | ---                             | MAD 4         | 114             |                  |             |             | LOW                            | B                          |  | Recommend compliance with US Fish & Wildlife Service guidelines & standards (Attachment 1) to ensure non-degradation and water quality protection. Recommend compliance with TNRCC Edwards Rules 30 TAC 213.                            |   |  |   |   |   |



Typical ADT Range, 1750-15250  
 Design speed, 45 mph  
 Typical Spacing Between Intersections, 1000'  
 Minimum Centerline Radius, See Page 1-8  
 Minimum Tangent Length Between Horizontal Curves, 150'  
 Minimum Curb Basis, 18.5'

## TYPICAL CROSS-SECTION



Source: City of Austin Department of Public Works and Transportation

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to accept the annual racial profile report from Constable Precinct 3**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Constable Darrell Ayres**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**



# **DARRELL W. AYRES**

## **CONSTABLE**

### **HAYS COUNTY PRECINCT 3**



---

January 26, 2011

Since January 1, 2003, the Hays County Constables Office of Precinct 3 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting contact data for the purpose of indentifying and responding (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings in this report will serve as evidence that the Precinct 3 Constables office continues to strive towards the goal of maintaining strong relations with the community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. These sections contain information relevant to the institutional policies adopted by the Precinct 3 Constables Office banishing the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period of 1/1/11 and 12/31/11. It is my sincere hope that the channels of communication between the community leaders and the Precinct 3 Constables Office continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,

---

Darrell W. Ayres  
Hays County Constable Pct. 3

## **Community Partnerships**

Although the Precinct 3 Constables Office has always enjoyed the support from the community, since January 1, 2003, it has made extraordinary efforts to reach out to community leaders. This effort has been well received in the Wimberley Valley, surrounding communities and all of Precinct 3.

The Pct. 3 Constables Office, through its public information officer, has kept the public informed of the traffic contact data collection effort. Further, it plans to present the data analyzed, on or before March 1 of each year, to members of the Commissioners Court and TCLEOSE. This will be done in an effort to keep community leaders informed on the current practices of this office and to be in compliance with current state statutes.



**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



Annual report to the HAYS COUNTY COMMISSIONERS COURT and TCLEOSE for the Calendar year 2011, in compliance with S.B. 1074-76<sup>th</sup> regular session of the Texas Legislature amended by H.B. 3389 81<sup>st</sup> regular session.  
(Racial Profiling Report)

| Race/Ethnicity* | Contacts | Searches | Consensual Searches | Probable Cause Searches | Custodial Arrest* |
|-----------------|----------|----------|---------------------|-------------------------|-------------------|
| Number of each  |          |          |                     |                         |                   |
| Caucasian       | 34       | 2        |                     | 2                       | 1                 |
| African         | 3        |          |                     |                         |                   |
| Hispanic        | 8        | 4        |                     | 4                       |                   |
| Asian           |          |          |                     |                         |                   |
| Native American |          |          |                     |                         |                   |
| Middle Eastern  |          |          |                     |                         |                   |
| Other           |          |          |                     |                         |                   |
| Total           | 45       | 6        |                     | 6                       | 1                 |

*\*Race/Ethnicity are defined by Senate bill 1074 as being of a "particular descent, including: Caucasian, African, Hispanic, Asian, Middle Eastern Descent or Native American."*

*\*Custodial Arrests are arrests made only at a traffic or pedestrian stop. They do not include arrests made by warrants or court orders or criminal investigations.*

Number of Males 28 Females 17

Racial/Ethnicity Known before the Stop 19 / Unknown 26 / Not Reported 0  
*This is a new requirement as of January 2010*

The above information pertains to traffic and pedestrian stops only.

Submitted on \_\_\_\_\_, 2012 By: \_\_\_\_\_  
Constable

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5522 e-mail: darrell\_ayres@co.hays.tx.us

## **Training**

In compliance with the Texas Racial Profiling Law, the Pct. 3 Constables Office has asked that all its officers adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers from this Department have been asked to complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupation Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate or who held a peace officer license issued by TCLEOSE for at least two years will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

This fulfills the training requirement as specified in the Education Code(96.641) of the Texas Racial Profiling Law.

## **Summary Statement**

The findings suggest that the Pct. 3 Constables Office does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from the community members regarding officers misconduct associated with racial profiling practices.

The continuing effort to collect contact data will assure an on-going evaluation of this Departments practices. Thus, allowing for the citizens of the community to benefit from professional and courteous service from their Constables Office.

## **Recommendations**

Based on the findings introduced in this report, the Constable has agreed to adopt the following measures aimed at addressing potential racial profiling problems.

- Provide further racial sensitivity training to its Constable personnel
- Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the adopted Texas Racial Profiling Law
- Seek outside resources to an Early Warning System
- Keep Commissioners Court and other officials informed of measures being implemented at the Precinct 3 Constable's Office.
- Require all Deputies to take training for Legislative Updates



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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Discussion and possible 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 17401 North IH 35, Buda, TX .**

**CIRCLE ONE ACTION ITEM      Subdivision      Road      OSSF**

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Clint Garza

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

**SUMMARY:** Metalico is proposing an OSSF to serve their American Cat Co. recycling business at 17401 North IH 35 in Precinct 2. This is an existing business with a 15,000 sq ft. proposed addition to the building. This property is 10 acres. Water will be supplied by Public Water Supply. This OSSF is a standard treatment system with a low pressure dosed dispersal system. The system is designed for a maximum of 600 gpd. The system designer, Derrick Lormand, 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. This type of business will not generate high strength wastewater (no food preparation or process wastewater), and he justifies equal protection by oversizing the septic tank volume by 100% to account for the flow equalization requirement. The larger tanks by definition allow for increased retention time and consequently act as a baffle to help negate surge loading.

**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 Fax (512) 393-2282

**AGENDA ITEM:** Discussion and possible action to temporarily allow 2 D.A.'s Office employees to exceed 60 total hours of compensatory time, as they implement a plan to reduce total hours of compensatory time by the end of FY 2012.

**TYPE OF ITEM:** MISCELLANEOUS

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:**

**SPONSORED BY:** COBB

**SUMMARY:** After the recent transition to a new Office Manager, it was discovered that two administrative assistants, Patty Roten and Maggie Avalos, have exceeded the 60-hour limitation on compensatory time allowed by County Policy. These two administrative assistants have agreed to work toward a reduction of this time between now and the end of FY 2012. A temporary exception to policy would allow the employees time to implement their plan without requiring the County to pay out the excess compensatory time they have accrued.

## *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 make changes to the current policies & procedures for the budget amendment process.

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

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Bill Herzog, CPA

**SPONSORED BY:** Judge Bert Cobb, MD

County Auditor, Bill Herzog would like to make recommendations to include exceptions to the current budget amendment policy (attached);

1. Commissioner's Court authorizes the County Auditor to process ALL amendments that are less than \$XXX (amount to be determined by Commissioner's Court), IF the funds are identified within the requesting \*department's budget.
2. Commissioner's Court authorizes the County Auditor to move funds of any amount into the Capital Outlay Budget Category V, IF the requested funds are to replace a piece of existing equipment and are identified within the requesting \*department's budget.

*\*Departments with multiple divisions or cost centers cannot move funds across those budgets without Court approval.*

Further review and other recommendations may be noted at this time.

## HAYS COUNTY

### Budget Amendment Policy & Procedures

Effective September 19, 2007 the Court gave the Auditor's Office the authority, when requested by the department head, to move funds *within* categories without Commissioner's Court approval. However, if you feel there is a need to move funds *between* categories, you must go to Commissioner's Court for approval.

When requesting line-item transfers, please fill out the Line-item Budget Amendment form, sign and interoffice or email the form to the Auditor's Office. Amendments within a category can be processed immediately, allowing you to make necessary purchases without waiting for Commissioner's Court approval.

Category budget amendments must be approved by the Court. If a category budget amendment is needed, please contact the County Judge or a Commissioner to sponsor your agenda item.

#### Category I – Wages, Benefits & Allowances

\*all positions, increases and allowances must be approved by the Court

#### Category II – Supplies & Services

#### Category III – Travel

\*can only be used for mileage reimbursements

#### Category IV – Education & Training

\*can only be used for continuing education and any hotel, meal or mileage reimbursement related to the training

#### Category V – Capital Outlay

\*all capital equipment & projects not specifically approved in the budget must be approved by the Court

\*All County policies & procedures must be followed when requesting budget amendments.

### **Line-item Budget Amendment**

(\*must be within the same category)

Date:

Please make the following line-item transfer(s) to my departmental budget as stated below;

**FUND:**

**DEPT:**

|         | <u>ACCT. #</u> | <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|---------|----------------|--------------------|---------------|
| From:   |                |                    |               |
| To:     |                |                    |               |
| Reason: |                |                    |               |
| From:   |                |                    |               |
| To:     |                |                    |               |
| Reason: |                |                    |               |
| From:   |                |                    |               |
| To:     |                |                    |               |
| Reason: |                |                    |               |
| From:   |                |                    |               |
| To:     |                |                    |               |
| Reason: |                |                    |               |

\_\_\_\_\_  
Signature

Elected Official/Department Head

(if emailing form, please type name in signature field – emails will only be accepted from elected officials/dept heads)

-----

**(\*category amendments must be approved by the Court – contact the Judge’s office for agenda item)**

## *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 promote and fund Health Check 2012 for Hays County employees and eligible dependents an authorize payroll deduction of additional fees for optional services employees may elect.**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED: \$8370.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY:**

## SUMMARY:

Health Check is a community wide celebration offering health screenings including blood analysis for diabetes, cardiac risk profile (Cholesterol, Triglycerides, HDL, Cholesterol, LDL) and a complete Blood cell count (red, white, hemoglobin, hematocrit and platelets). Per Central Texas Medical Center (CTMC), these tests, valued at hundreds of dollars, are offered for \$45 per person through Health Check (reduced from \$25 in 2011, and \$35 in 2010.)

Additionally, CTMC is offering Hays County employees the option of pre-registering which allows for blood draws at our worksite.

Thursday, March 22: R&B on Yarrington Rd

Tuesday, March 27: Government Center

Wednesday, April 4: Sheriff's Office

A recap of the last five years of our participation in Health Check is as follows:

Hays County paid 100% of the participant's fee.

Dependents over the age of 18 that are covered on our health plan were allowed to participate at no cost (with the exception of the additional tests). Historical participation is as follows:

2007: 150 employees participated, \$3725

2008: 187 employees participated, \$6545; Optional EE-paid Tests: Thyroid (71); PSA (26)

2009: 165 employees participated, \$5775; Optional EE-paid Tests: Thyroid (68); PSA (34)

2010: 168 employees participated, \$5880; Optional EE-paid Tests: Thyroid (62); PSA (34)

2011: 155 employees participated, \$3875; Optional EE-paid Tests: Thyroid (46) PSA (27) A1C (45)

The requested amount of \$8370 (186 employees x \$45) is an estimate, (20% over last years participation of 155 employees).

In addition to the basic blood screenings, employees can choose to have a thyroid specific hormone (TSH) test (\$15), an A1C test to the optional tests for \$15 (used to measure the amount of glucose that attaches to the protein in the red blood cells). Additionally this year a Vitamin D test is added for \$30.

**Health Check will no longer offer the PSA because it is not a recommended test as currently recommended by the US Preventive Services Task Force and that the current evidence for this test is insufficient to qualify it as a good screening test.**

Similar to last year and in order to minimize cash handling, reconciling and balancing, we are requesting the voluntary fees associated with optional tests to be payroll deducted. This has been coordinated with the Treasurer's office for payroll purposes and Treasurer Tuttle is supportive of this automation.

An option to the County if they do not wish to absorb the entire cost increase could be to offer payroll deduction for a \$5 or \$10 cost sharing.

**The actual day-long health fair portion of Health Check will be held on Thursday April 26 from 7am to 3pm at Embassy Suites Conference Center.**

## *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 expenditure for roof repair and/or replacement at the LBJ Museum, a county owned facility**

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

**PREFERRED MEETING DATE REQUESTED: February 14, 2012**

**AMOUNT REQUIRED: TBD**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741 (Misc. Capital Improvements)**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: The interior of the LBJ Museum is now complete, but during the course of construction, it was discovered that the roof was significantly more deteriorated than previously thought. The roof is badly leaking and preventing full usage of the renovated area.**

**To protect our investment, I believe this repair is needed.**

**After speaking with our Auditor, it is recommended the funds come from the General Fund, County-Wide Misc. Capital Improvements line item. This line item is the savings from the Immediate Needs Repair money use for the Jail.**

**I am hoping I will have additional information from Ron Knott regarding cost and repairs that need to be made.**



**DESCRIPTION OF Item:** Discussion and Possible action to approve expenditure for roof repair and/or replacement at the LBJ Museum, a county owned facility.

**PREFERRED MEETING DATE REQUESTED:** February 14, 2011

**COUNTY AUDITOR**

**AMOUNT:** TBD

**LINE ITEM NUMBER:** 001-645-00.5741 (Misc. Capital Improvements)

**COUNTY PURCHASING GUIDELINES FOLLOWED:** No

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** This project will need to be formally bid if the price exceeds \$50,000.

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

***LBJ Museum of San Marcos, Inc.***  
***Capital Improvements Request***

While the construction of the interior of the LBJ Museum of San Marcos is now complete, during the course of construction we discovered that the roof was significantly more deteriorated state than previously thought. After the construction crews spent time on the roof placing the HVAC units it became evident that this final task must be completed prior to being able to make the interior of the museum functional.

We have reached out to several roofing contractors for their opinion on the type of roof needed to adequately secure the building from water penetration over the next decade. The consensus is to remove a portion of the roof to insure that it is completely dry then apply an elastomeric covering that would go all the way over the parapet walls rather than to attempt to get a good seal on flashing partially up the walls.

The best estimate we have received from this type of work is for \$19,000 from Bravo Roofing in New Braunfels. We are asking the County to make available \$22,500 which would be for the estimate plus 20% contingency if we run into any unforeseen consequences during the completion of the roof.

We realize that the County has been gracious in their assistance to complete the interior construction and we have already begun to have groups request the use of the space for meetings as early as mid-January. The purpose of the improvements was to add exhibit space as well as provide much needed meeting space downtown. With the building secure from water penetration we can achieve both.

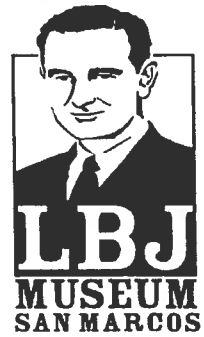
Thank you for your consideration of our proposal.

# Lyndon Baines Johnson Museum of San Marcos

131 N. Guadalupe St. ♦ P.O. Box 3 ♦ San Marcos, Texas 78667

---

December 20, 2011



## Board of Directors

Pat Murdock  
*President*

Scott Gregson  
*Vice President*

Carmen Imel  
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Ed Mihalkanin  
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Libby Linebarger

Lyndon Nugent

Patty Sullivan

Virginia Woods

## Operations Manager

Bill Cunningham

## Museum Assistant

Rafael Garcia

The Honorable Dr. Bert Cobb, Hays County Judge  
and Members of the Commissioners Court  
Hays County Courthouse  
111 E. San Antonio St., Ste. 300  
San Marcos, Texas 78666

Dear Judge Cobb and the Hays County Commissioners Court,

On behalf of the Lyndon Baines Johnson Museum of San Marcos, I respectfully seek your consideration of the attached proposal for the funding to repair the roof on the building that houses the museum.

We are disappointed to report that, although renovation of the second floor and back first floor archival and work rooms is complete and the elevator is up and running, the badly leaking roof is preventing full usage of the renovated area.

At the present time, we have requests pending from groups that want to use the area for several group meetings, including a national conference. Full potential for use can not be realized until the roof is fixed.

Please know we appreciate all the support we have received from Hays County and the City of San Marcos in the past to make the renovation possible. We feel compelled to bring this request for funding to repair the roof to you since it is a county-owned facility. Please feel free to contact me if you need additional information. My cell phone number is 512-557-8000.

Sincerely,

Scott Gregson  
Vice President of the Board

*The LBJ Museum of San Marcos is a 501(c)(3) organization*



801 Wyoming Street • San Antonio, Texas 78203-1296  
210/224-5463 • Fax 210/224-4506 • www.amerroofing.com

January 31, 2012

Hays County  
2019 Clovis Barker Drive  
San Marcos, TX 78666

Attn: Ron Knott

Re: LBJ Museum of San Marcos  
Roof Replacement (Approximately 3750 sq.ft.)

We propose to provide labor, skill and material to complete the following:

1. Replace existing roof as per the scope of work provided by the Garland Company (Ken Meyers) dated January 30, 2012.

For the sum of \$88,169.00 (no tax included)

Items not included: Rotten lumber repair or replacement, metal decking repair or replacement, mechanical or electrical repair or replacement, bonds or permits

American Roofing & Metal Co., Inc. in addition to the manufacturer's 20 year warranty will guarantee our materials to be watertight for a period of two years.

Insurance: We will carry our standard insurance.

Contract: AIA or contract form acceptable to this subcontractor.

Sincerely,

AMERICAN ROOFING & METAL CO., INC.

John Blackwell

ACCEPTED \_\_\_\_\_

DATE \_\_\_\_\_

This proposal is valid for 30 days.



construction services

QA Construction Services, Inc.  
5811 Blue Bluff  
Austin, Tx. 78724  
Phone 512-637-6121  
Fax 512-614-4764

Owner: Hays County  
Ron Knott  
2019 Clovis Barker Drive  
San Marcos, Texas 78666  
[rknot@co.hays.tx.us](mailto:rknot@co.hays.tx.us)  
512-738-1153 Cell

Project: LBJ Museum of San Marcos  
131 North Guadalupe  
San Marcos, Texas 78666

QA Construction Services Inc. proposes the following scope:

Tear off existing 4" of polyurethane foam and built-up from metal deck. Built-up roof is 1" perlite mechanically fastened to metal deck and three plies of felt in hot asphalt. Remove 2" of foam from parapet wall. Foam may be left on parapet wall if contractor is able to get framing system on wall with flat plane for new wall panels. Remove edge metal and flashings at three HVAC units, two pipe boots, roof hatch and two passive roof vents. Leads to be replaced on pipe vents (2" and 4"). New two ply flashings at HVAC and Roof Hatch curbs. Passive roof vents may be carefully removed and reinstalled on new roof assembly. Parapet wall is approximately 7' high in all areas except toward the back of the roof. The last 20' of parapet wall on back side of roof section is 3' high. The 3' height is at each wall approximately 20' from back edge. The remainder of the parapet wall is 7' high. Slope is in the roof deck and there is a slope transition in the middle of the roof that is approximately 4" wide. Existing gutter and downspouts to remain. New 24 gauge galvalume gravel guard and coping to be installed. Parapet wall is approximately 14" wide. Some areas along the south wall will need to have wall panel framing shimmed to allow for new metal wall panels. New roof to consist of 3.1" Iso mechanically fastened to metal deck with 1-90 fastening pattern. .5" woodfiber mopped to Iso insulation. Two plies of Type IV felt and one ply of white mineral surfaced SBS modified membrane installed in hot Type IV asphalt. Flashings to be one ply of SBS 40 mil modified membrane and one ply SBS white mineral surfaced modified membrane installed in Type IV asphalt. Flashing laps to be covered with 8" strip of SBS torch applied modified membrane with white mineral surface. Wall panels to be installed on hat channels fastened to brick wall. Hat channel spacing on the walls to be 36" on center. Wall panels to be 24 gauge galvalume mechanically fastened to hat channels and to include all perimeter edge flashings. New coping to be installed on cleat on outside and mechanically fastened to new treated nailers installed on parapet wall. Nailers to be covered with peel-n-stick membrane prior to installation of coping cap. New 24 gauge galvalume gravel guard installed at back of roof over existing gutter. All required nailers to allow for new insulation height and those required on parapet wall are to be included in base bid. One way vents and two pitch pans at back of roof are to be removed and will not be included in new roof assembly.

Bond is NOT INCLUDED

The total cost for this scope would be \$52,750 no tax included

Thank you,

Kevin Carlson



Feb. 3, 2012

Hays County  
Ron Knott  
2019 Clovis Barker Drive  
San Marcos, Texas 78666

Re: LBJ Museum of San Marcos  
131 North Guadalupe  
San Marcos, Texas 78666

After an extensive examination of the roof at the above location, we would like to offer the following roofing system with Garland's 20 year warranty.

#### **DEMOLITION & CLEANING**

1. Remove existing polyurethane foam, built up roof, and roof insulation to the existing metal deck.
2. Remove existing polyurethane foam from the existing parapet wall.
3. Haul away all debris.

#### **INSULATION & ROOFING**

1. Mechanically fasten one layer of 3.1" Polyiso roof insulation to the existing deck with 1-90 fastening pattern.
2. Install one layer of ½" six sided blackboard mopped in hot Type IV asphalt.
3. Install two plies of Type IV fiberglass felt mopped in hot Type IV asphalt.
4. Install Garland's SBS white mineral surfaced modified membrane (Versiply Mineral) mopped in hot Type IV asphalt.

#### **FLASHING & SHEET METAL**

1. Install new 24-gauge galvanized metal vent base flashings in place of existing metal vents.
2. Install new 24 gauge galvalume gravel guard and metal coping.
3. Base flashing to consist of base ply of Versiply 40 with a finish ply of Versiply Mineral mopped in hot Type IV asphalt. Flashing laps to be covered with 8" strip of SBS torch applied membrane with white mineral surface (Stressply IV Mineral).
4. Re-use existing gutters and downpipes.

"The Roofing Company by which all others are measured."

Page 2  
131 North Guadalupe  
San Marcos, Texas 78666

### PARAPET WALL

1. Install new hat channels on wall spaced 36" o.c.
2. Install new treated nailer at top of coping and cover with peel-n-stick membrane.
3. Install new 24 gauge galvalume R-panels.

### MISCELLANEOUS

1. A tie-in between the existing roof and the new roof will be constructed every night prior to leaving job site.
2. Work is to be done in accordance with manufacturer's specifications and installation procedures.

### WARRANTY

Upon completion furnish a manufacturer's twenty (20) year guarantee. There will be no additional warranties expressed or implied other than manufacturer's warranties that are issued.

**FOR THE SUM OF ..... \$59,550.00**

Premises to be cleaned from material and debris resulting from this job.

**EXTRAS:** No deviation from the work specified in the contract will be permitted unless a change order is first agreed upon and signed.

### CUSTOMER

### EMPIRE ROOFING COMPANIES, INC.

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
George Carroll

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

Date: 2-3-2012

# BRAVO ROOFING

274 Deborah Drive · New Braunfels, Texas 78130  
New Braunfels (830) 626-7663 · Toll Free (866) 600-7663 · Fax (830) 608-9919

## PROPOSAL

|                |                        |                        |                 |
|----------------|------------------------|------------------------|-----------------|
| <b>Name</b>    | Hays County            | <b>Job Name</b>        | LBJ Museum      |
| <b>Address</b> | 2019 Clovis Barker Dr. | <b>Project Address</b> | 131 N Guadalupe |
|                | Att: Ron Knott         | <b>City</b>            | San Marcos      |
| <b>City</b>    | San Marcos             | <b>Fax</b>             |                 |
| <b>State</b>   |                        | <b>Home Phone</b>      |                 |
| <b>Zip</b>     | 78666                  | <b>Bus. Phone</b>      |                 |
| <b>Email</b>   | rknott@co.hays.tx.us   | <b>Ext.</b>            |                 |
|                |                        | <b>Cell</b>            |                 |
|                |                        | <b>Date</b>            | 2/2/12          |

### We hereby submit specifications and estimates for: 52 sq.

- 1.) Remove and haul off all existing roofing materials from walls and roof down to wall & deck.
- 2.) Install a 3.1" poly ISO board and 1/2" asphalt impregnated board.
- 3.) Mop on 2 plies of ply IV glass felt.
- 4.) Install Garland modified bitumen roofing system as specified.
- 5.) Install 24 gauge galvalume concealed fastener wall panel screens to hat channel mounted to the wall.

**Total Base Bid \$52,600.00**

### Options (These prices not included in base bid above):

\*Bravo is not responsible for any interruptions due to moving roof mounted satellite dishes, nor are we responsible for reinstalling them. Satellite disc must not be mounted on any roof surface.

\*\*Additional fees will apply if paying by credit card

### PAYABLE UPON COMPLETION - Make checks payable to "BRAVO"

Bravo shall be held harmless by owner due to any occurrence of mold in any form or fashion due to construction on premises - Proposal good for 30 days

Authorized  
Signature

Rhett Stuman

**ACCEPTANCE OF PROPOSAL - The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.**

Signature \_\_\_\_\_ Date \_\_\_\_\_



## **BRAVO ROOFING**

274 DEBORAH DR  
NEW BRAUNFELS, TX 78130  
(830)626-ROOF(7663)

Bravo Roofing was established in June 1984. By founder Rhett Stuman and his wife Penni. He had previously worked in the roofing industry since he was fifteen. The company started in New Braunfels and has been in New Braunfels since its inception with the same owner and same goal to provide a service to the residential and commercial roofing needs to the community. Bravo Roofing provides quality workmanship and honest small-town service.

Bravo Roofing is a full-service roofing company that can provide any type of roofing system that fits your needs from all types of metal roofs, a full sheet metal shop, composition/shingles, built-up roofs, modified bitumens, and all types of rubber singly-ply systems, tile roofs, and the all historical restorations. We also provide remodeling services.

We have a full office staff, estimators, consultants, licensed sheet-metal fabricators and factory approved roof installers. We can offer a wide variety of warranties from our in-house warranty to full value, no-dollar limit factory warranties. Bravo Roofing is licensed in all cities throughout central Texas. We are fully insured and bonded. We are a member of National Roofing Contractors of Texas, National Roofing Contractors of America, American General Contractors, Better Business Bureau, and the Chamber of Commerce.

Bravo Roofing also donates time work and money to several different charitable and nonprofit organizations; such as various churches throughout central Texas, youth organizations; like NB Little League and Comal County Youth Show, art leagues, and senior citizens.

When you select Bravo as your contractor you have chosen a company who takes pride in their workmanship and stands behind their commitment to quality, honesty, and upholds its warranties. Visit us at our office located at 274 Deborah Dr, New Braunfels, Texas. Thank you for your consideration.

**BRAVO ROOFING**  
274 Deborah Dr  
New Braunfels, TX 78130  
(830) 626-7663 • (830) 608-9919 FAX

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## **CERTIFICATIONS**

G.A.F. – Builtup, Modified Bitumen, TPO, Coatings, PVC

U.S. Ply – Builtup, Modified Bitumen

Certainteed – Builtup, Modified Bitumen

Garland – Builtup, Modified Bitumen, Coatings, Metal

MBCI – Metal

Berridge – Metal

Firestone - TPO

## **MEMBERSHIPS**

National Roofing Contractors of America

Roofing Contractors of America

Better Business Bureau

New Braunfels Chamber of Commerce

Associated General Contractors

Builders Exchange

National Federation of Independent Business

Roofing Contractors Association of Texas

## **BRAVO ROOFING**

274 Deborah Dr  
New Braunfels, TX 78130  
(830) 626-7663 • (830) 608-9919 FAX

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### **REFERENCES**

| <b>Company Name</b>  | <b>Contact</b>      | <b>Phone Number(s)</b> |
|----------------------|---------------------|------------------------|
| T & F Construction   | Johnny Friesenhahn  | 830-660-1356           |
| Garland Company      | Ken Meyers          | 210-744-4884           |
| Pyramid Constructors | Jeff Jefferson      | 713-817-1106           |
| New Braunfels ISD    | Darrell Stoker      | 830-708-5652           |
| Comal ISD            | Dennis Vrana        | 830-660-3680           |
| Stokes Construction  | Roy Perkins         | 512-353-1900           |
| Quail Construction   | Tony Stautzenburger | 210-651-1004           |
| GAF                  | James Fountain      | 512-350-7385           |
| Bill Buck and Son    | Bill or Chris Buck  | 830-606-0289           |
| Kencon               | Clayton Kennedy     | 210-590-7909 ext 13    |

# **Bravo Roofing**

## **Celebrates 7 years of BBB Accreditation**

### ***Bravo Roofing is Committed to BBB Accreditation Standards***

This week, Bravo Roofing celebrates 7 years of accreditation by BBB Serving Central, Coastal and Southwest Texas. As a BBB Accredited Business, Bravo Roofing is dedicated to promoting trust in the marketplace.

According to BBB reports by Princeton Research, seven in ten consumers say they are more likely to buy from a company designated as a BBB Accredited Business. BBB is a resource for the public, providing objective, unbiased information about businesses.

"We're proud to celebrate 6 years of BBB Accreditation because we value building trust with our customers," said Rhett Stuman. "Our BBB Accreditation gives our customers confidence in our commitment to maintaining high ethical standards of conduct."

BBB Accredited Businesses must adhere to BBB Accreditation Standards, a comprehensive set of policies, procedures and best practices representing trustworthiness in the marketplace. The standards call for building trust, embodying integrity, advertising honestly and telling the truth, being transparent, honoring promises, being responsive and safeguarding privacy.

### **About Bravo Roofing**

Bravo Roofing has been a BBB Accredited business since August 2004. Based on BBB files, Bravo Roofing has a BBB Rating of A+ on a scale from A+ to F. The legal name of our company is Rhett Stuman Construction Co, Inc. and our business was formed by owners Rhett and Penni Stuman in June of 1984. We incorporated in February 1991. We offer roofing repairs and replacement for both residential and commercial properties. We are certified installers of GAF, U.S. Ply, Certainteed, Garland, MBCI, Berridge and Carlisle, just to name a few and we are fully insured. We have memberships with National Roofing Contractors of America, Roof Contractors of America, New Braunfels Chamber of Commerce, Associated General Contractors, Builders Exchange, National Federation of Independent Business and Roof Contractors Association of Texas. Residential and commercial references are available upon request.

### **About BBB**

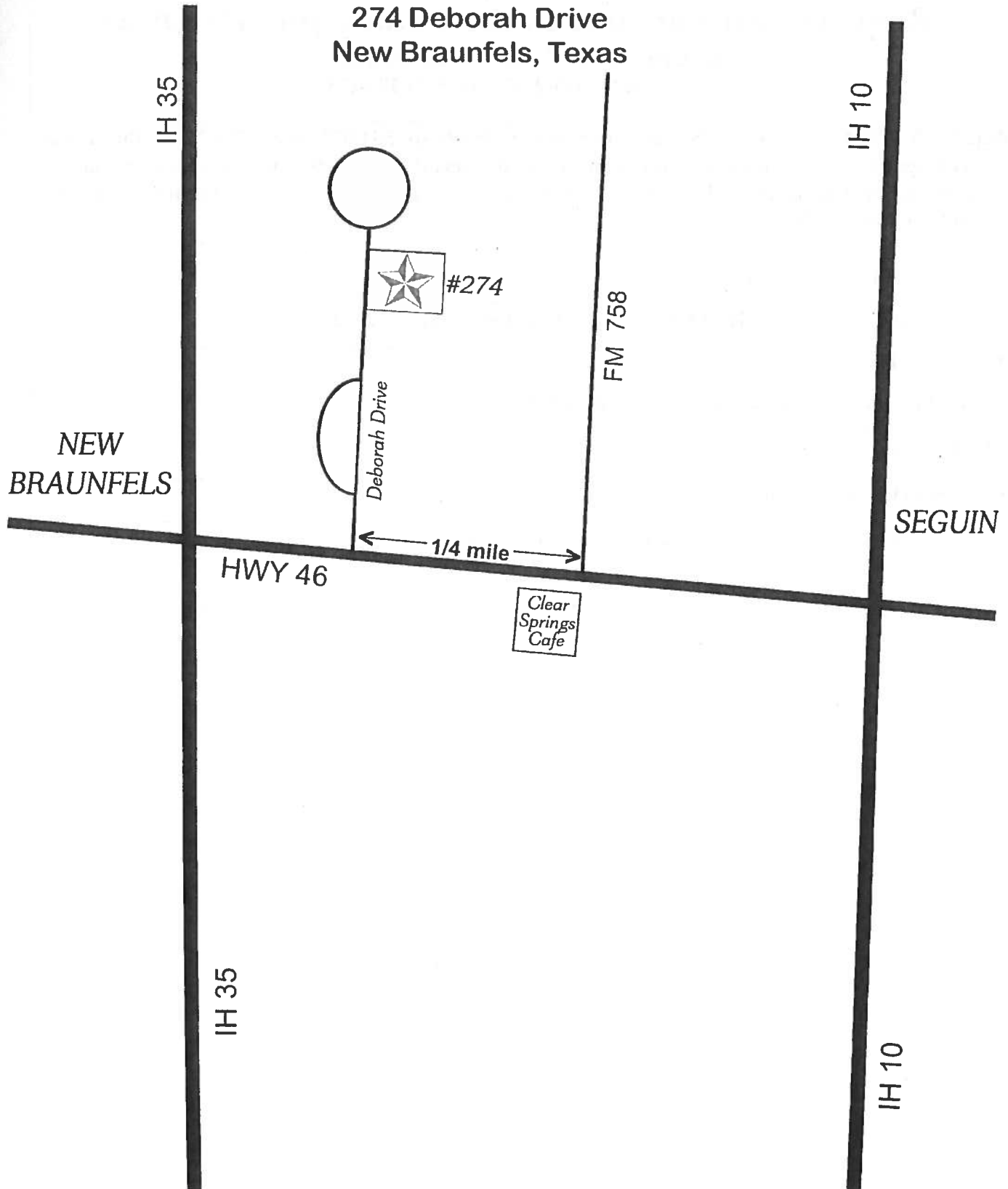
BBB's mission is to be the leader in advancing marketplace trust. BBB accomplishes this mission by creating a community of trustworthy businesses, setting standards for marketplace trust, encouraging and supporting best practices, celebrating marketplace role models and denouncing substandard marketplace behavior.

Businesses that earn BBB Accreditation contractually agree and adhere to the organization's high standards of ethical business behavior. BBB is the preeminent resource to turn to for objective, unbiased information on businesses and charities.

Contact BBB serving Central, Coastal and Southwest Texas at (512) 445-4748.

# COME SEE US

274 Deborah Drive  
New Braunfels, Texas



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** 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 a new location for the Hays County Precinct 2 Offices. Possible action to follow.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** JONES

**SPONSORED BY:** JONES

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel, deliberation regarding Right of Way acquisition, and consideration of the use of eminent domain to condemn property along FM 1626 in Precinct 2. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** JONES

**SPONSORED BY:** JONES

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition on Crystal Meadow Drive in Precinct 2. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** JONES

**SPONSORED BY:** JONES

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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Right of Way acquisition along Ranch Road 12 in Precinct 3. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** February 14, 2012

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale of County owned properties. Possible action may follow in open court.

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

**PREFERRED MEETING DATE REQUESTED:** 2/14/12

**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 551.074 of the Texas Government Code: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal related to the Personal Health Director.

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

**PREFERRED MEETING DATE REQUESTED:** Tuesday, February 14, 2012

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Cobb

**SPONSORED BY:** Cobb

**SUMMARY:**

