

**Commissioners Court -May 18, 2010
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 **18TH day of May, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

| | | |
|---|---|---|
| 1 | 3 | Hays County Extension update on programs. SUMTER |
| 2 | 4 | Adopt a Proclamation recognizing Bob Kidnew and Texas Lehigh Cement Company as a recent recipient of a Texas Environmental Excellence Award. FORD/BARTON |

PUBLIC COMMENTS

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

CONSENT ITEMS

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

| | | |
|---|-------|--|
| 3 | 5 | Approve payments of county invoices. HERZOG |
| 4 | 6-11 | Approve Commissioner Court Minutes of May 11, 2010. SUMTER/FRITSCH |
| 5 | 12-28 | Approve specifications for RFP #2010-P13 Inmate Telephone System for the Hays County Jail and authorize Purchasing to solicit for proposal and advertise. SUMTER/HERZOG/MAIORKA |
| 6 | 29-30 | Amend budget for Civic Center to transfer balance of miscellaneous capital improvements for supplies & fuel. SUMTER/INGALSBE/NELSON/HERZOG |
| 7 | 31-32 | Authorize Information Technology to dispose of Computer Equipment. SUMTER/HERZOG/MCGILL |
| 8 | 33 | Approve specifications for IFB #2010-B13 Dacy Lane Improvements from Goforth Road to Bebee Road and authorize purchasing to solicit for bid and advertise. INGALSBE/HERZOG/MAIORKA/BORCHERDING |
| 9 | 34-36 | Approve award of IFB #2010-B11 McGregor Lane Culvert Improvement Project to Smith Contracting. FORD/HERZOG/MAIORKA/BORCHERDING |

ACTION ITEMS

ROADS

| | | |
|----|-------|---|
| 10 | 37-41 | Discussion and possible action to accept road construction and drainage improvements, release of the construction bond, and accept Letter of credit for two years for Mustang Valley subdivision, Section II. CONLEY/BORCHERDING |
| 11 | 42 | Hold a public hearing on May 18, 2010 to establish traffic regulations (speed limits) on South Old Stagecoach Road along the area of the soccer fields; also on the dedicated park road. INGALSBE/PINNIX |

MISCELLANEOUS

| | | |
|----|-------|--|
| 12 | 43 | Discussion and possible action to move \$8196.03 from RPTP's Miscellaneous line item to RPTP's Materials line item and amend the budget accordingly. SUMTER/BORCHERDING |
| 13 | 44-47 | Discussion and possible action to authorize the County Judge to execute Change Order #7 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (Building) project. INGALSBE/HAUFF |
| 14 | 48-51 | Discussion and possible action to authorize the County Judge to execute Change Order #8 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park |

| | | |
|----|---------|---|
| | | Phase 2 (Site) project. INGALSBE/HAUFF |
| 15 | 52 | Discussion and possible action to authorize the County Judge to execute change orders to the Grande Communications, Brookside and NEC Financials contracts for the new VOIP system not to exceed a 10% increase. SUMTER/INGALSBE |
| 16 | 53-60 | Discussion and possible action to consider an administrative variance to Subchapter 7 of Chapter 701 and Subchapter 4 of Chapter 711 to streamline the application process for certain Development Authorizations. SUMTER/WRIGHT |
| 17 | 61 | Discussion and possible action to allow Commissioner Ford to negotiate fence replacement agreements with property owners along Mt. Gainor Road. FORD/BORCHERDING |
| 18 | 62 | Discussion and possible action to approve a request to purchase kitchen equipment at the Law Enforcement Center. SUMTER/INGALSBE/RATLIFF |
| 19 | 63 | Discussion and possible action to approve a request to direct Broaddus & Associates to assess the existing Patrol Division office adjacent to the Law Enforcement Center and to estimate costs for an addition to accommodate the growth that has occurred in the division since the building was put back into service in 1997. SUMTER/INGALSBE/RATLIFF |
| 20 | 64 | Discussion and possible action to approve a request to purchase replacement lights at the Law Enforcement Center. SUMTER/INGALSBE/RATLIFF |
| 21 | 65-83 | Discussion and possible action to authorize Broaddus & Associates to issue a Request for Qualifications/Request for Proposal for Appraisal Services coordinated with Broaddus & Associates Facility Assessment of occupied County facilities which will be vacated with Departmental moves to the new Government Center. INGALSBE/CONLEY/HINKLE |
| 22 | 84 | Discussion and possible action to express Hays County's position on the CAMPO 2035 regional transportation plan, proposed amendments, and projects therein, and to give related direction to county staff and representatives. BARTON/CONLEY |
| 23 | 85 | Discussion and possible action to appoint a Pct. 2 representative to the Hays County Parks and Open Space Board. BARTON |
| 24 | 86-102 | Discussion and possible action to authorize the County Judge to execute two Reimbursement, Releases, and Temporary Construction Easement Agreements, in the amount of \$13,300 to Danny Green, Donna Fay Green, Dedra Shea Hanvey, Stephen Hanvey, Jeffrey Campbell and Dena Campbell. INGALSBE |
| 25 | 103-212 | Discussion and possible action to approve the purchase of Digital Health Department Express for the Development Services Division, authorize the County Judge to execute a contract for such services and amend the budget accordingly. SUMTER/WRIGHT |

WORKSHOP

| | | |
|----|---------|---|
| 26 | 122 | 1PM Hays County Shooting Sports Task Force presentation to update the court of their annual business. CONLEY |
| 27 | 123-124 | Centralized Dispatch Center Technical Sub-Committee recommendation to develop a business plan utilizing Mission Critical Partners, Inc. CONLEY |

STANDING AGENDA ITEM

| | | |
|----|---|--|
| 28 | Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE | |
| 29 | Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER | |

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 14th day of May, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hays County Extension update on programs.

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

PREFERRED MEETING DATE REQUESTED: May 2, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Schramm

SPONSORED BY: SUMTER

SUMMARY: The Hays County Extension Office will provide an update to Commissioners Court. This will include ongoing educational programming and opportunities as well as refreshments following the presentation.

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

AGENDA ITEM: Adopt a Proclamation recognizing Bob Kidnew and Texas Lehigh Cement Company as a recent recipient of a Texas Environmental Excellence Award.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Ford and Commissioner Barton

SUMMARY: See proclamation attached.

Agenda Item Request Form

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2:00 p.m. Every Wednesday

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 5/18/10

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog *BH*

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

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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 MAY 11, 2010

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

PREFERRED MEETING DATE REQUESTED: MAY 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 11TH DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

| | |
|--------------------------|----------------------|
| ELIZABETH "LIZ" SUMTER | COUNTY JUDGE |
| DEBBIE GONZALES INGALSBE | COMMISSIONER, PCT. 1 |
| JEFFERSON W. BARTON | COMMISSIONER, PCT. 2 |
| WILL CONLEY | COMMISSIONER, PCT. 3 |
| KAREN FORD | COMMISSIONER, PCT. 4 |
| LINDA C. FRITSCHKE | COUNTY CLERK |

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Rev. Santiago Heredia, Pastor of El Buen Church in San Marcos gave the invocation and Commissioner Conley led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

Clerk's Note: Agenda Item #1 RE: HAYS COUNTY EXTENSION UPDATE ON PROGRAMS was PULLED.

27058 ADOPT A PROCLAMATION DECLARING MAY 15, 2010 AS KIDS DAY AMERICA/WORLDWIDE IN HAYS COUNTY

A motion was made by Commissioner Ford, seconded by Judge Sumter to adopt a Proclamation declaring May 15, 2010 as Kids Day America/Worldwide in Hays County. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #3 Re: ADOPT A PROCLAMATION RECOGNIZING BOB KIDNEW AND TEXAS LEHIGH CEMENT COMPANY AS A RECENT RECIPIENT OF A TEXAS ENVIRONMENTAL EXCELLENCE AWARD IN THE LARGE BUSINESS/ NON-TECHNICAL AREA was PULLED

PUBLIC COMMENT

Constable Pct. 2 James Kohler made public comment regarding county health insurance.

27059 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$327,709.47 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27060 APPROVE COMMISSIONER COURT MINUTES OF MAY 4, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of May 4, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27061 ACCEPT INSTITUTIONAL OSSF PERMIT FOR AN OFFICE/MINI STORAGE UNIT LOCATED AT 3757 HUNTER RD., SAN MARCOS. PCT-1

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to accept Institutional OSSF Permit for an office/mini storage unit located at 3757 Hunter Rd., San Marcos in Precinct 1. All voting "Aye". MOTION PASSED

27062 ACCEPT INSTITUTIONAL OSSF PERMIT FOR EVENTS CENTER LOCATED AT 2100 FREEMAN RANCH RD., SAN MARCOS. PCT-3

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to accept Institutional OSSF Permit for Events Center located at 2100 Freeman Ranch Rd., San Marcos in Precinct 3. All voting "Aye". MOTION PASSED



27063 ACCEPT INSTITUTIONAL OSSF PERMIT FOR AN OFFICE/WAREHOUSE LOCATED AT 31860 RR 12 NORTH, DRIPPING SPRINGS, PCT-4

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to accept Institutional OSSF Permit for an office/warehouse located at 31860 RR 12 North, Dripping Springs in Precinct 4. All voting "Aye". MOTION PASSED

27064 AWARD BID#2010-B08 CONSTRUCTION WORK-GREEN ACRES DRIVE REPLACEMENT BRIDGE IMPROVEMENTS AT WILSON CREEK TO MYERS CONCRETE CONSTRUCTION

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to award Bid #2010-B08 Construction Work-Green Acres Drive replacement bridge improvements at Wilson Creek to Myers Concrete Construction. All voting "Aye". MOTION PASSED

27065 AWARD BID#2010-B05 CEMETERY MAINTENANCE TO MAINTENANCE MANAGEMENT

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to award Bid #2010-B05 cemetery maintenance to Maintenance Management. All voting "Aye". MOTION PASSED

27066 APPROVE ADDITIONAL FUNDS FOR REPAIR OF FIRE ALARM SYSTEM AT THE JAIL FACILITY

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve addition \$178 for repair of the fire alarm system at the Jail Facility. All voting "Aye". MOTION PASSED

27067 APPROVE UTILITY PERMITS

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve utility permit #814 on Mt. Gainor/Prochnow Road issued to Verizon Southwest; and utility permit #815 on N. Canyonwood issued to PEC as submitted by the County Road Department. All voting "Aye". MOTION PASSED

27068 APPROVE CANCELLATION OF COMMISSIONERS COURT MEETING JUNE 1, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve cancellation of Commissioners Court Meeting on June 1, 2010. All voting "Aye". MOTION PASSED

27069 THE RIDGE AT WIMBERLEY SPRINGS, SECTION 1 [10-03-09 - 1 LOT] APPROVE FINAL PLAT, ACCEPT CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE OF THE CONSTRUCTION BOND, AND ACCEPT MAINTENANCE SURETY BOND FOR TWO YEARS [T1-149]

Program Manager Development Services Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve final plat, accept construction and drainage improvements, release of the Construction Bond, and accept Maintenance Surety Bond for two years for The Ridge at Wimberley Springs Section 1. All voting "Aye". MOTION PASSED

27070 ACCEPT AND APPROVE DESIGN DEVELOPMENT DOCUMENTS AND GUARANTEED MAXIMUM PRICE PROPOSAL, AS PRESENTED BY FLYNN CONSTRUCTION AND POLKINGHORN GROUP [T1-404]

Re: RPTP Building on Yarrington Road. A powerpoint presentation was provided and a handout indicating the guaranteed maximum price proposal. Completion date is estimated to be Dec. 21, 2010. Discussion was had regarding Proposed Alternates #1-#10 equaling a total amount of \$170,150. Court went through each item under consideration: #1 Entry Vestibule was eliminated, #2 Keypads at 5 locations in lobby/Fire Marshal exit - eliminated 4 keypads and allowed 1 for Fire Marshal, #3 Folding Partitions (2 @ conference room)- court agreed to \$18,000 to put one partition and put in structure for additional, #4 Exterior Storefront Door at Break room was eliminated, #5 Future Generator Feed (not including generator or transfer switch) was approved, #6 Motorized gate with keypad was eliminated, #7 Intrusion Security System was approved, #8 13,500 gallon cistern was eliminated, #9 VRV HVAC in lieu of currently designed systems was eliminated, #10 Design of Vegetative Filter Strips was approved.



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Alternates that were approved by the court: #2 approve 1 keypad for Fire Marshal, #3 approved \$18,000 to put one partition in conference room area and put in structure for additional partition, #5 Future Generator Feed = \$17,300 was approved, #7 Intrusion Security System = \$6,300 was approved, and #10 Design of Vegetative Filter Strips = \$5,000 was approved. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to accept and approve design development documents and Guaranteed Maximum Price Proposal, as presented by Flynn Construction and Polkinghorn Group with alternates that were approved by the court. All voting "Aye". MOTION PASSED

27071 AMEND BUDGET FOR JP TECHNOLOGY FUND [T1-235]

JP Technology requests a transfer of \$1,000 from 112-628-00.5712 (computer equipment) to 112-628-00.5551 (continuing education). This transfer is needed to cover continuing education cost for technology related training throughout the year. A motion was made by Judge Sumter, seconded by Commissioner Conley to amend the budget for JP Technology Fund. All voting "Aye". MOTION PASSED

27072 AMEND BUDGET FOR HISTORICAL COMMISSION GENERAL FUND [T1-242]

Historical Commission requests a transfer of \$400 from 001-676-00.5711 (office equipment) & \$500 from 001-676-00.5491 (cemetery maintenance) to 001-676-00.5551 (continuing education). This transfer is needed to cover the cost of the Annual Historic Preservation Conference. A motion was made by Commissioner Ford, seconded by Commissioner Conley to amend the budget for Historical Commission General Fund. All voting "Aye". MOTION PASSED

27073 ACCEPT DONATION OF A SECURITY CAMERA SYSTEM FROM WAL-MART FOUNDATION FOR THE PRECINCT 3 OFFICES AND TO PURCHASE A NEW FLAT SCREEN TV AMENDING THE BUDGET ACCORDINGLY [T1-248]

Request is to pay for the television by using \$270 from line item #001-637-00.5717 which contains money from the insurance claim from the vehicle that was damaged in an accident earlier this year. This equipment will replace an older TV that is failing, and is currently used as a monitor for the new security camera system and viewing video from traffic stops, evictions and for training videos. A motion was made by Commissioner Conley, seconded by Commissioner Ford to accept donation of a security camera system from Wal-Mart Foundation for the Precinct 3 Offices and to purchase a new flat screen TV and to amend the budget accordingly. All voting "Aye". MOTION PASSED

27074 AUTHORIZE THE COUNTY JUDGE TO APPROVE HAYS COUNTY PERSONAL HEALTH DEPARTMENT'S (HCPHD) GRANT APPLICATION FOR TITLE V MATERNITY FUNDS FOR FY 2011 IN THE AMOUNT OF \$12,000.00 [T1-300]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the County Judge to approve Hays County Personal Health Department's (HCPHD) Grant Application for Title V Maternity Funds for FY 2010 in the amount of \$12,000. All voting "Aye". MOTION PASSED

DISCUSSION TO CLARIFY PROPER PROCEDURES FOR COMMISSIONERS TO HIRE TEMPORARY PERSONNEL AND/OR CONTRACT WORKERS TO PERFORM OFFICE WORK, OUTSIDE RESEARCH, AND OTHER BUDGETED ASSISTANCE IN THEIR RESPECTIVE PRECINCTS [T1-2909]

Commissioner Barton spoke of need to clarify proper procedures for hiring temporary personnel and/or contract workers to perform office work, outside research and other budgeted assistance in their respective precincts. Judge Sumter spoke of part-time workers needing to go to court for approval - hiring a researcher and/or hiring through a temp agency you would use temp personnel/research line item (fka "special projects") already budgeted. County Treasurer Michele Tuttle spoke of federal law regarding what is considered an employee. Special Counsel Mark Kennedy spoke of services agreement with a "not to exceed amount" which could be used to hire temporary personnel or use a temporary agency. HR would need to process employee type of information for payroll purposes for any temporary personnel and if you have a specific project you can use a services agreement with a "not to exceed amount" for a project with an independent contractor.



27075 HIRE TEMPORARY HELP IN THE TREASURER'S OFFICE [T1-321]

Michele Tuttle Hays County Treasurer spoke. Last year the Treasurer's Office had to focus on the implementation of the new financial software. The conversion took many overtime hours for several months. They fell behind on scanning, filing and other projects and have not been able to get caught up. The Treasurer is requesting temporary help. A motion was made by Judge Sumter, seconded by Commissioner Barton to hire temporary help in the Treasurer's office not to exceed \$5,500 to come from salary savings. All voting "Aye". MOTION PASSED

27076 ELIMINATE A DETECTIVE POSITION AND TO REPLACE IT WITH A SERGEANT'S POSITION IN THE SHERIFF'S OFFICE [T1-348]

The Sheriff would like to restructure CID (Criminal Investigations) by creating two "squads" each supervised by a Sergeant. Currently, one Sergeant in CID is supervising 10 detectives and a few warrant officers and other personnel – or about 14 officers. The department's goal is to limit span of control to one manager per 5-7 peace officers, which they say would be more within industry standards and would improve management efficiency. While the department has made some changes to CID, management ratio of front-line officers and caseloads can't improve without adding a management person in CID. To achieve this, the sheriff and Capt. Davenport are recommending the elimination of one detective position. That position would be replaced by a CID Sergeant. The Sheriff's Office can cover the full cost of the remaining months this year – somewhere between \$1,560 and \$1,914, depending on who becomes Sergeant – from savings in the Sheriff's salary line item. Next year, the cost is estimated not to exceed \$3,828. It could be less, depending on who is hired/promoted. HR has reviewed the request and is working with Capt. Davenport to update the department's organizational chart. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to eliminate a Detective position and to replace it with a Sergeant's position in the Sheriff's Office. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO 551.072 OF THE TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY WITH POTENTIAL FOR PRIME ENDANGERED SPECIES HABITAT. POSSIBLE ACTION MAY FOLLOW []

Court convened into closed executive session at 11:45 a.m. and reconvened into open meeting at 1:05 p.m. No action was taken.

Clerk's Note: Agenda Item #24 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS was PULLED.

DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR [T1-2718]

Jeff Watson (Prime Strategies) provided a progress report regarding the Hays County Pass Through Financing Program.

FM1626 southern section (FM2270 to FM967) – Klotz: Environmental Process is 45% complete/Draft EA Report is 90% complete – Design schematic is 95% complete and PS&E is 35% complete – ROW coordination & acquisition is 30% complete – Utility Coordination & relocation is 10% complete – Anticipated begin construction date is July 2012 and end construction date of October 2013

FM1626 northern section (FM967 to Brodie Lane) – Jacobs: Environmental Process - TxDOT is 95% complete – Design schematic is 95% complete and PS&E is 45% complete – ROW coordination & acquisition is 10% complete – Utility Coordination & relocation is 10% complete – Anticipated begin construction date is August 2011 and end construction date of November 2012

FM110 (IH 35 to SH 123) – S&B Infrastructure: Environmental Process – TxDOT is 90% complete – Design schematic is 100% complete and PS&E is 30% complete – ROW coordination & acquisition is 20% complete – Utility Coordination & relocation is 0% complete – Anticipated begin construction date is February 2011 and end construction date of April 2012



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US 290 (Nutt Brown Road to Trautwein Road): Environmental Process is 100% – Design schematic is 100%– ROW coordination & acquisition is 100% complete – Construction is 99% complete with project substantially complete 2/14/10 (open to traffic)

IH 35 Phase I (FM2001 to FM1626 & Kyle Crossing/CR210 Overpass): Environmental Process is 100%– Design schematic is 100% complete and PS&E is 100% complete – ROW coordination & acquisition is 90% complete – Utility Coordination & relocation is 80% complete – Construction is 15% complete and anticipated end construction date of December 2010

IH 35 Phase II (RM 150 realignment) – URS: Environmental Process is 55% complete – Design Schematic 95% complete, PS&E is 90% complete – ROW Coordination & Acquisition is 40% complete – Utility Coordination & Relocation is 25% complete – Construction anticipated begin date is February 2011 and anticipated end date is October 2011

IH 35 Phase IIA (RM 150 realignment) – URS: Environmental Process is 55% complete – Design Schematic 95% complete, PS&E is 90% complete – ROW Coordination & Relocation is 25% complete – Utility Coordination & Relocation is 25% complete – Construction anticipated begin date is February 2011 and anticipated end date is October 2011

FM 2001 (Frontage Road Connector): Environmental Process is 100% complete – Design is 100% complete,– ROW Coordination & Acquisition is 100% complete – Utility Coordination & Relocation is 100% complete – Construction is 20% complete - anticipated construction begin date is March 2010 and anticipated end date is July 2010

27077 AUTHORIZE BARRY NELSON TO TERMINATE AND/OR RENEGOTIATE A NEW CONTRACT WITH LULAC 4876 FOR USE OF THE CIVIC CENTER [T2-162]

Commissioner Ingalsbe spoke of additional \$3,000 to remove and set back up panels and \$975 for loss of days for LULAC to use the civic center. She spoke of change in the event that required indoor function and the additional costs. Civic Center Manager Barry Nelson advised that this would affect other events that are already scheduled. [T2-791] A motion was made by Judge Sumter, seconded by Commissioner Ford to authorize Barry Nelson to renegotiate the contract with LULAC 4876 for use of the Civic Center with additional cost of \$975 and/or to terminate the current contract and enter into a new contract with the understanding of the terms: \$1,450 for 2 days plus \$970 for the setup fee and provided the Road Department can make the timelines so no business will be lost before or after the event. All voting "Aye". MOTION PASSED

27078 AUTHORIZE COUNTY JUDGE AND SPECIAL COUNSEL MARK KENNEDY TO EXECUTE SETTLEMENT AGREEMENT AND MUTUAL RELEASE IN CAUSE NO. D-1-GV-07-002293, STYLED AS TRAVIS COUNTY, TEXAS AND THE STATE OF TEXAS ET AL VS. COLDWATER DEVELOPMENT, LTD., AND RODMAN EXCAVATION, INC. ET AL (DEVELOPMENT KNOWN AS RANCHES AT HAMILTON CREEK) AS PRESENTED BY SPECIAL COUNSEL TODAY IN EXECUTIVE SESSION [T2-855]

Court convened into closed executive session at 4:05 p.m. and reconvened into open meeting at 4:55 p.m. The following action was taken. A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize County Judge and Special Counsel Mark Kennedy to execute Settlement Agreement and Mutual Release in Cause # D-1-GV-07-002293 in the 98th District Court in Travis County styled as Travis County, Texas and The State of Texas et al vs. Coldwater Development, Ltd., and Rodman Excavation, Inc. et al (development known as Ranches at Hamilton Creek) as presented by Special Counsel today in executive session. All voting "Aye". MOTION PASSED

Court was adjourned.

I, LINDA C. FRITSCHKE, 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 MAY 11, 2010.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Approve specifications for RFP #2010-P13 Inmate Telephone System for the Hays County Jail and authorize Purchasing to solicit for proposal and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY: SUMTER

SUMMARY: see attached specifications

RFP #2010-P12
REQUEST FOR PROPOSAL FOR INMATE TELEPHONE SYSTEM

Proposal Information

This section of the Request for Proposal (RFP) outlines the proposal submission requirements and provides information on the desired format for proposals.

Proposal Due Date

The deadline for submission of proposals in response to this RFP is 2:00 p.m. on Thursday, June 10, 2010.

Number of Copies

To facilitate the proposal review process, please provide original and three (3) copies of your proposal.

Vendor Contact

Questions relating to this RFP should be directed to the Hays county Purchasing Office at 512-393-2271. Please send your proposal to:

Cindy Maiorka CPPB
Purchasing Manager
Hays County Purchasing Office
111 E. San Antonio Street Suite 101
San Marcos, Texas 78666

Purpose and Duration of Proposal

Hays County is requesting proposals from qualified vendors to provide telephone equipment and services for LOCAL, INTRALATA, INTERLATA COINLESS INMATE TELEPHONE SERVICE at the HAYS COUNTY LAW ENFORCEMENT CENTER located at 1307 Uhland Road, San Marcos, Texas 78666. It is the County's intent to select only one company to provide the equipment and service specified. The term of the contract will be for an initial period of two (2) years with one (1) year renewals.

Subcontractors or Misleading Statements

If, in the opinion of Hays County, a proposal contains false or misleading statements or references that do not support a function, attribute, capability or condition as contended by the vendor, the entire proposal shall be rejected.

Clarification of Proposal

Hays County reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

Acceptance of Proposal Content

The contents of the proposal of the successful bidder will become, at the option of Hays County, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers Hays County increased benefits.

Applicable Laws

The contract shall be constructed according to the laws of the State of Texas and Hays County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract and to the extent that the same may be applicable. The contract, when awarded, is performable in Hays County.

Questions Regarding the RFP

Hays County is bound by statements made or information given during the procurement consideration and award ONLY WHEN such statements or information are written and executed under authority of the Hays County Commissioners Court.

This provision exists solely for the convenience and administrative efficiency of Hays County. No proposer or other third party gains any rights by virtue of this provision of the application thereof, no proposer or third party shall have any standing to sue or cause an action arising here from.

Performance Bond

The successful bidder must furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a cashier's check or irrevocable letter of credit to Hays County within ten (10) days after the award of the contract, and prior to installation work or equipment delivery. The performance bond must be made payable to Hays County in the amount of Fifty Thousand Dollars (\$50,000) and will be retained during the full period of the contract and/or renewals. No personal or company checks are acceptable. The contract number and dates of performance must be specified in the performance in the performance bond. In the event that Hays County exercises its option to extend the contract for an additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provision of this paragraph, in an amount stipulated at the time of the contract renewal.

Americans with Disabilities Act

In connection with the furnishings of goods and services under this contract, the vendor and vendor's subcontractors shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

Assignment of Contract

The services to be performed by the vendor shall not be assigned, sublet or transferred without prior written approval of the County, nor shall the vendor assign any monies due to become due to him under any contract entered into with Hays County pursuant to these specifications, without prior written approval of the County.

Terms and Conditions

Hays County reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

Hays County reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the County is final and binding.

Proposal must be valid for sixty (60) days and shall constitute an irrevocable offer to provide the products and services set forth in the Request for Proposal until contract has been awarded.

All cost and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitted and no reimbursement for such charges or expenses shall be passed on to the County.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the County for purpose of inspection, reproduction and audit without restriction. The proposed vendor shall agree that Hays County or its designee may audit, examine and copy any and all books, records and information relating to the proposed vendors services at no additional cost to Hays County. Also the proposed vendor must maintain all records until the contract is awarded.

Insurance and Liability Requirements

Successful vendor shall defend, indemnify and save harmless Hays County and all of its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful vendor shall pay any judgment and costs which may be obtained against Hays County growing out of such injury or damages.

Format of Proposal

Please minimize the bulk of original writing and make maximum use of standard brochures and materials. You are free to organize your proposal as you wish as long as you include the requested information.

Feel free to include any material that will add to the persuasiveness of your recommended approach. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. Hays County will review and consider all material submitted, but want to concentrate our efforts on the material that directly addresses our stated needs.

Information about Your Company

Please provide information that will enable us to evaluate your company's financial stability, track record and support capabilities. Hays County requires that you include the following: (1) most recent audited financial statements, (2) ownership of your company, (3) number of years in business, (4) experience

with providing Inmate Telephone Systems to government agencies, and (5) a general description of your telephone system process.

User References

Please provide a list of customers who are using your Inmate Telephone System. The list should provide a contact name, telephone number, and length of time they have been using the system. Also include the total number of customers for your company.

Evaluation Criteria and Factors

The award of the contract shall be made to the responsible bidder whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

| <u>CRITERIA</u> | <u>WEIGHT</u> |
|---------------------------------------|----------------------|
| Commission | 40% |
| Experience, Reliability and Stability | 20% |
| Proposed Method of Performance | 5% |
| Equipment and Service | 35% |

Cause of Termination

In the event that the vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the County shall give the vendor written notice of such default and in the event said default is not remedied to the satisfaction and approval of the County within thirty (30) calendar days of receipt of such notice by the vendor, the vendor shall have no right to further perform under this contract.

Hays County, at its sole discretion, may terminate this contract, if in the County's opinion, the vendor is carrying out the terms of the contract in an unreasonable, unprofessional, or un-workman like manner. Said termination notice for this particular reason shall occur upon the provision of at least thirty (30) calendar days in advance of the date of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, upon the other party no longer that at least sixty (60) days in advance of the effective date of the termination.

Should the vendor for any reason become unable to complete the work called for by virtue of the Agreement for Inmate Telephone Services, Hays County may, in its sole discretion, call the performance bond due, in full as and for such non-performance, and/or as liquidated damages.

Vendor Selection Challenge

If a vendor should desire to challenge the County Commissioners award decision for this RFP, the appealing vendor shall post a bond, naming Hays County as the protected party, in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond will be forfeited to Hays County in the event the appeal is denied. In addition, the appealing vendor shall pay to Hays County a minimum compensation of thirty-five percent (35%) commission of all GROSS REVENUES, as defined in Section E, Appendix A, of this RFP for all calls generated by the inmate population during the appeal process. Further, the appealing vendor shall bear all costs of the appeal process and all costs provided any temporary Inmate Telephone System.

Conflict of Interest

The vendor represents, warrants and affirms that it shall not take any actions in performing its duties and obligations under this agreement that would constitute any as, prejudice, or advantage that would be of benefit to any third party attempting to contract with Hays County for the provision of Inmate Telephone System Service. The vendor further represents, warrants and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations or monies per services to any third party of this contract with Hays County regarding the provisions of Inmate Telephone System Services to the County.

Include a notarized statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of the County. Also specify that you have and will comply with the above Conflict of Interest Statement.

Approach

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of Hays County as expressed in the list below:

Installation and Maintenance

1. Fully describe the installation requirements necessary for your proposed equipment and services.
2. What environmental conditions must be in place for your equipment to function properly?
3. Vendor must submit an implementation plan containing all steps and time frames for installation of telephone sets, common equipment, local access lines, long distance carrier services, and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable). This implementation plan will become a part of the contract and must be followed. All telephones must be "but over" operational within five (5) working days of the proposed cutoff date.
4. Use of existing or in-place conduit, raceways, cableways, cable, inside wiring, telephone set mountings, switches, terminal boxes and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the successful bidder becomes the County's upon termination and/or expiration of contract.
5. Please explain how your company provides remote diagnostic, programming, polling and system alarm reporting.
6. The successful bidder must provide all necessary labor. Parts, materials and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hays County for maintenance of the system. The vendor will provide, at no cost to Hays County, any system upgrades, updates or additional features developed in a timely manner as required by the County.

7. For repair service, the vendor must respond by arriving on premise anytime during a twenty-four (24) hour per day basis, three hundred and sixty five (365) days of the year. All repair or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Hays County. This includes a complete list of business, cellular and beeper numbers; the vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
8. A toll-free reporting number, answered twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, must be provided to Hays County for trouble reporting and service request.

INMATE CALLING SYSTEM SPECIFICATIONS

This section of the Request for Proposal (RFP) shall set forth the technical specifications for the services and equipment sought in this invitation. All items using the terms "must", "shall" or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using terms "may" or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

Although a minimum of space is available for installation, all inmate call processors shall be of the design specified for "on site" installation.

- 1.1 The Inmate Call Processor (ICP) shall be a compact design requiring a minimum of wall and floor space. Bidder must submit a scale drawing of the installed space required.
- 1.2 Each ICP shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- 1.3 Each ICP shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges and short duration drop such that inmate phone operation continues in the presence of such disturbances. No auxiliary 115 volt power cords, external power supplies or AC to DC converts shall be required to support system.
- 1.4 Each ICP must utilize external cabling (outside if the ICP cabinet) to accommodate a single heavy gauge water pipe or lightning strike ground for the ICP's and any lightning protection components inside. NO external fuses or other user-replaceable protective devices shall be required or permitted on power, modem and station of trunk.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- 2.1 The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office based automated operator technology.
- 2.2 **Inmate Telephone Compatibility-** the inmate call processor shall be able to connect to any standard telephone instruments with a hook switch, handset and twelve (12) button keypad including "ruggedized" line powered telephones specifically designed for use on correctional facilities.

- 2.3 Voice Prompts and Messages-**the ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as a dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signage, printed handouts and video training tapes are not an acceptable alternative to complete range of voice prompts and messages. An automated audio date and time stamp, as well as the callers PIN number, shall be recorded at the beginning of each archived call.
- 2.4 Fraud/Abuse Control-** the ICP must include the following fraud control features: **(a)** inmate switch-hook detection (and subsequent disconnect) during connected call period-call detail reports must reflect reason for disconnect; **(b)** inmate dialing activity detection (and disconnect) during connected call period-call detail reports must reflect reason for disconnect. Voice overlay recording altering called party and any conference-in 3rd party that they are speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud protection; **(c)** incoming call-block- the ICP must not respond to incoming ring signaling on any of its trunks used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a trunk; **(d)** sound path options- the ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If sound path is blocked, the inmate will be given call progress tones to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened; **(e)** frequently called number blocking- the ICP must provide for blocking of call attempts to a specified number for a specified time once a specified threshold is met. This threshold must be remotely or locally programmable upon demand; **(f)** live operator access blocking- access to a live operator must be blocked at all times without exception; **(g)** call-blocking-the ICP must have the capability to block 500,000 specified telephone numbers or groups of numbers from inmate access. This feature must be remotely programmable.
- 2.5 Operating Hours Limitation-** the ICP must offer flexible control over the operating hours of each inmate phone. This feature must be remotely programmable.
- 2.6 Call Duration Limitation-** the ICP must offer flexible control over the duration of each inmate cell. This feature must have the ability to specify call duration by call type. This feature must be remotely programmable.
- 2.7 Positive Call Acceptance-** the ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise such as "pops" or "clicks" (i.e. answering machines). Voice recognition is not an acceptable form of positive acceptance.
- 2.8 Inmate Identification Option-** the ICP must allow for the use of inmate identification numbers as an alternative method of inmate call control. This feature must allow the facility to select the length of the ID code which may be from anywhere between four and twenty digits in length. Each PIN must be identified by an "allowed" calling list and must also have the option of functioning with an open calling list that works in conjunction with the blocked list feature. In addition, the PIN feature must be flexible enough to easily allow its use on specified phones only-without the need for additional equipment or external devices.
- 2.9 On-site Remote Administration-** if desired, the ICP must have an option that allows for an on-site administrative terminal as well as the capability for Remote Administration via VPN. This terminal must have the following features: (1) it must be connected to the ICP via a commercially available, reliable, high-speed LAN. (2) its operational status must not affect the

ICP's normal operations in any way. (3) it must allow for multi-level passwords. (4) It must allow facility personnel to manage call block lists and disable inmate phones on a real time basis. (5) it must allow facility personnel to enable free call to specified numbers (legal aid, etc.). (6) the installation must allow for multiple administrative terminals if needed. (7) data entry and retrieval of records is ascii formatted files from each station.

2.10 **Monitoring and Records-** the ICP must provide an option for audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the ICP administrative terminal without the need for multiple administrative terminals. Monitoring and recording must be disabled for specified "privileged" calls to attorneys without the need for additional external equipment to perform this screening function. Recorded calls must be easily retrievable and must be archived on a reliable digital media such as DAT, CDR or DVD. Cassette tapes and VHS format tapes **are not acceptable**. Must offer a scan mode of all active trunks and an option for recording or monitoring calls based on a dialed number, PIN or upon demand through a request on the administrative terminal. Must offer specialized remote monitoring stations with call detail viewing capability and silent monitoring of selected conversations. Such stations must be appropriate for use in specialized setting such as guard towers and security monitoring stations.

2.11 **Visitation Phones-** the proposed system must include phone systems for visitation that will allow for the monitoring of visitation conversations and similar controls as provided by phones within the cells.

| <u>C-1 Visitation</u> | <u>D-1 Visitation</u> | <u>Bonding Visitation</u> |
|-----------------------|-----------------------|---------------------------|
| 9 - slots | 9- slots | 3 - slots |

Phone Deployment- phones should be provided according to the following scheme:

| <u>A - Quad</u> | <u>C - 2</u> | <u>D - 2</u> |
|-----------------|--------------|--------------|
| A3 1 | C2-5 1 | D2-5 1 |
| A4 1 | C2-6 1 | D2-6 1 |
| SEG 1* | C2-7 2 | D2-7 2 |
| | C2-8 2 | D2-8 2 |

| <u>B - Quad</u> | <u>D - 1</u> | <u>Infirmary</u> |
|-----------------|--------------|--|
| B-1 2 | D1-1 2 | 1* |
| B-2 2 | D1-2 2 | |
| | D1-3 1 | |
| | D1-4 1 | SEG 1* (2 lines on each side of hallway) |

| <u>C-1</u> |
|------------|
| C1-1 1 |
| C1-2 1 |
| C1-3 1 |

| Holding | Video Room |
|-------------|------------|
| Hold 1 2 | 1 |
| Hold 2 1 | |
| Hold 3 1 | |
| Total of 57 | |

(*denotes roll-around portable phone)

Administrative Hardware/Software

The proposal must include two (2) workstations with CD writeable drives and printers, as well as an additional laptop with a CD writeable drive and printer to allow for the administration and monitoring of the system by Hays County personnel.

Trunk Switching and Call Routing

To minimize the cost of providing services to the facility, bidders are to utilize only the quantity of trunks justified by the actual facility traffic. Busy hour grade of service shall be P.02 or better. The equipment to perform this concentration function must be an integrated feature of the IPS. NO EXTERNAL ROUTING DEVICES (such as PBX equipment or the like) may be used. Integrated trunk selection that is internal to the ICP is the only acceptable means of accomplishing this feature.

3.0 MAINTENANCE AND SUPPORT

- 3.1 The proposed equipment must be fully supported by remote maintenance. This must include the ability to test trunks and phones and to place test calls without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access.
- 3.2 Other maintenance and support requirements include: remote diagnostics and repair without affecting calls in progress or system operation; automatic 24-hour trunk disable when a trunk out of service conditions encountered; 24 hour, 365 day repair and maintenance assistance; system **must not** require on-site intervention for re-boot; system must not require replacement of fuses, batteries, and other peripheral hardware.

4.0 CALL DETAIL REPORTING AND STORAGE

- 4.1 The ICP must provide for on-site storage of call detail information. Other requirements include:
- 4.2 On-site storage capacity of up to 2 year's worth of call records
- 4.3 Real-time call activity viewing capability
- 4.4 Real-time reporting of stored activity
- 4.5 Automatic call record protection via nightly polling
- 4.6 Flexible call detail reporting by PIN, dialed number, phone or trunk
- 4.7 Each record must include call result detail in easy-to-understand terms. For example: busy, no answer, normal call ending, time expiration, etc.
- 4.8 Retention of call detail in the event of power failure

5.0 BIDDER EXPERIENCE

- 5.1 Bidder must have extensive positive experience with the provision of inmate phone services to similar institutions. Specifically:

- 5.2 Bidder must provide five correctional facility references that currently utilize the proposed equipment for inmate calling. Contact names and telephone numbers must also be provided.
- 5.3 Bidder must provide the following information for the ICP manufacture: total number of inmate phone systems in service, average number of months in service, and the average number of phones per site for the manufacturer's entire customer base.
- 5.4 Bidder must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions there to.

Un-billable Calls

The selected vendor shall not charge or bill for incomplete or non-accepted collect calls. The County will not be responsible for any un-billable, uncollectible, or fraudulent telephone calls nor shall any revenues be deducted from the County's commission in payment for such calls. The selected vendor will bear sole responsibility for the collection of such calls and the costs associated with the collection. No calls will be blocked because of the lack of billing agreement with a local exchange carrier. Universal calling and billing of all calls is required within the Continental United States.

Commission Amount and Payment

The selected vendor will pay commissions to Hays County a firm, fixed percentage of gross revenue on ALL CALLS originated from Hays County jail facilities. APPENDIX A< BID RESPONSE SHEET provides space to record the percentage of commissions to be paid on each call. Gross revenue is defined as the total revenue earned for usage charges BEFORE operational costs are deducted. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payment to suppliers are disbursed.

Commissions will be due and payment expected by the twenty-fifth (25) day following the last day of the month in which the call generating the revenue is completed.

Costs to the County

There will be no time, monthly or reoccurring costs for facilities rearrangement, vendor reimbursable expenses and line or access charges to the County for any reason.

Costs of RFP response, preparation, production, handling, administration and delivery shall be borne by each responding company and at no time chargeable to the County.

The company selected will be required to furnish lien release for any/all equipment and services provided for the County.

Line and Access Charges

The selected vendor will pay all line charges, access charges, billing charges, special equipment charges, fees, levies, service connection charges and/or any other charges assessed in connection with the provision of this service with no deduction allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected vendor's nonpayment of line and access charges.

Customer Service

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the

procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length of time to effect this reimbursement.

Required Monthly Reports

The selected vendor shall provide the County the option of receiving reports on high density diskettes and/or paper each month. These reports will be generated in time to arrive at the County's office no later than the twenty fifth (25) day following the close of the monthly report period. The format and style and makeup of all reports will be determined after contract award. One (1) copy of all reports will be sent to the Hays County Auditor and one (1) copy of each report will be sent to the Hays County Sheriff. Operating software to utilize reports furnished on diskette will be at no cost to the County. The selected vendor at no cost to the County will also provide suitable training to facility personnel.

Usage Reports

Reports showing the following for each monthly period will be required:

- Total minutes of usage by individual telephone
- Total minutes usage for the facility
- Total usage by calendar date
- Total call revenue dollars billed (collected or not)
- Total surcharge dollar amount billed
- Total dollar amount due the County based upon contractual agreement
- Summary usage of all calls from all telephones in minutes
- Summary usage showing total number of calls placed during period
- Total dollar cost billed per telephone

Monthly Maintenance and Repair

This report will show the following items each month:

- Number of troubles received
- Number of troubles cleared
- Description of the troubles cleared
- Number of troubles pending disposition
- Average clearing time on closed cases

SECTION 2-BACKGROUND INFORMATION

The Hays County Sheriff's Office is a progressive, professional law enforcement agency serving the citizens of Hays County and covering a geographic jurisdiction of 679.8 square miles.

Hays County is a rapidly growing suburban county located on IH-35 between two of the top ten growing cities in the nation, Austin and San Antonio. The U.S. Census indicates that Hays County grew by 61% between 1980 and 1990 and by 48.7% between 1990 and 2000. The Texas A&M State Data Center projects Hays County's population will increase to 167,000 by 2010.

The Hays County Jail is currently a 362 bed facility with intentions of expanding in the near future. Hays County currently houses state inmates as well as contractual inmates from TRANSCOR.

APPENDIX A

BID RESPONSE SHEET
INMATE TELEPHONE SERVICES

_____ (name of Inmate Telephone vendor) hereby agrees to bid and pay Hays County the following monthly, flat-rate commission payment for the business opportunity to install, services, and collect inmate telephone call fees at the Hays County Jail. This payment is based upon the **GROSS BILLED REVENUE**.

- A. Monthly Telephone Flat Rate Revenue for LOCAL SERVICES (enter percents in both word and numerically).**

Percent of monthly GROSS BILLED revenue from all installed telephones:

Percentage offered in words: _____

Numerical percentage offered: _____

- B. Monthly Telephone Flat Rate for LONG DISTANCE SERVICES (enter percents in both word and numerically).**

Percentage offered in words: _____

Numerical percentage offered: _____

- C. Provide your definition of GROSS BILLED REVENUE in the following terms:**

| Billed Charge for a Call | Any Deductions | Grossed Billed Revenue |
|--------------------------|----------------|------------------------|
| _____ | Less _____ | = _____ |

Proposal Company _____

Company Name _____

Signature of Principle Able to bind Company _____

Types or printed name of the above _____

Title _____

Date _____

APPENDIX B

HAYS COUNTY INMATE TELEPHONE SERVICE
REQUEST FOR PROPOSAL # 2010-P13

The following date constitutes the response dated _____ to the Hays County Inmate Telephone Services RFP #2010-P13, dated _____, 2010, from _____ located at _____, telephone number _____. This proposal is valid and will be honored for sixty (60) days from the date above entered and any requested extension will be considered.

General Terms and Conditions

1. Performance Bond

It is understood and _____ agrees to comply, and if selected, will furnish a performance bond in the form of a bond issued by a surety company authorized to do business in the State of Texas, a cashiers check or irrevocable letter of credit to the County of Hays within ten (10) calendar days after award of the contract, and prior to any installation work or equipment delivery. The performance bond must be made payable to Hays County in the amount of \$20,000. No personal or company checks are acceptable. The contract number and date of performance will be specified in the performance bond. In the event that Hays County exercises its option to extend the contract for additional period, the contractor shall be required to maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the amount stipulated at time of the contract renewal.

2. American with Disabilities Act

It is understood and _____ agrees to comply, and if selected, furnish all goods and services as specified under the contract, by ourselves and our subcontractor, and shall comply with all applicable requirements and provisions of the American with Disabilities Act (ADA).

3. Assignment of Contract

It is understood and _____ agrees to comply, and if selected, furnish the services to be performed under the contract and shall not assign, sublet, transfer, nor assign any monies due or to become due under any contract entered into with the County pursuant to these specifications, without prior written approval of the County.

4. Conflict of Interest

It is understood and _____ agrees to provide a **Notarized No Conflict of Interest Statement** as specified on page 6 of this RFP; is attached and labeled as _____.

5. Client List

A current client list is attached and five (5) current references for similar programs are as follows:

- a) _____
- b) _____

c) _____

d) _____

e) _____

Historical Data of Firm

1. Complete Company Name _____

2. Complete mailing address _____

3. Brief historical summary of the
firm: _____

4. Listing of current litigation, outstanding judgments and liens
is: _____

5. A list of any location(s) where _____ has not been allowed to fulfill the
complete term(s) of its contract, in providing Inmate Telephone Service, is attached and labeled
as _____. Please include all details of the termination of prior services.

Key Personnel

The years of experience and qualifications of the key individuals assigned to the Hays County Inmate
Telephone Services are:

STATEMENT OF NON-SUBMITTAL

We, the undersigned, have declined to submit a reply for RFP #2010-P13 Inmate Telephone System for Hays County Jail.

Reason:

- ☐ Insufficient time to respond
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product or an equivalent
- ☐ Our product schedule does not permit us to perform
- ☐ Unable to meet specifications
- ☐ Other (please explain below)

Remarks: _____

We understand that if this "Statement of No Submittal" is not executed and returned, our name may be deleted from the list of qualified vendors for future, mailings or Inmate Telephone RFP's.

Company Name _____

Address _____

Phone Number _____

Signature _____

Title _____

STATISTICAL INFORMATION ABOUT HAYS COUNTY JAIL

Average Daily Population past six months.....318

Current Capacity of Facility.....308

Number of telephones currently installed.....52

Average number of bookings per month.....565

Telephones are normally available from 0430 to 0000 each day.

Present contract for Inmate Telephone Services is on month to month.

For the period 11/01-31, 2009 call data for the Hays County Jail is as follows:

TOTAL CALLS (both local and long distance).....14,931

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend budget for Civic Center to transfer balance of miscellaneous capital improvements for supplies & fuel

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$1,790

LINE ITEM NUMBER OF FUNDS REQUIRED: \$1,000 to 001-646-00.5201 General Supplies

\$ 790 to 001-646-00.5271 Fuel

\$1,790 from 001-646-00.5741 Capital Improv

REQUESTED BY: Barry Nelson/Auditors Office

SPONSORED BY: Sumter

SUMMARY:

FW: Budget ammendment needed for the Civic Center

Bill Herzog

Sent: Monday, May 10, 2010 1:13 PM

To: Berry James

Importance: High

From: Barry Nelson [mailto:barry@hayscc.com]

Sent: Monday, May 10, 2010 11:57 AM

To: Debbie Ingalsbe

Cc: Bill Herzog

Subject: Budget ammendment needed for the Civic Center

Importance: High

Debbie,

Under the Misc Capital Improvements I was given \$4000 in funds to cover the marquee sign replacement and electrical upgrades to the facility. The marquee replacement totaled \$2210.00. This leaves a balance of \$1790 for electrical upgrades. These upgrades have been completed using CSR labor with all materials paid for out of Misc Arena Supplies. We were able to secure skilled csr labor for the upgrade project so I opted to complete this project "in house" to get the most bang for our buck as possible. The amount of electrical work would have cost \$4000 if contracted out. It was always my intension to transfer the unused portion back into the budget in other areas and I should have done this a month ago.

I need to put \$1000 into my general supplies 646-5201 and \$790 into the 646-5271 fuel.

I will be submitting second budget amendment request in a week or 2 so as to move unused funds from the Misc Equipment 646-5719 to each of these accounts and/or our utilities. Putting them on one agenda item would have been the preferred method however I have 2 equipment purchases to make this week and I do not want to leave myself short for those purchases

Our overhead has increased this year with unanticipated repair parts, shavings purchases, higher utility bills because of water line breaks during the cold freeze, and higher equipment usage has depleted these accounts to next to nothing. We can keep this within our budget without asking for more funds if we can move our funds around a bit.

Thanks

amend.

| | | | | | |
|-------|------|-----------------|--------|---------|--------|
| Barry | to | 001-646-00.5201 | 15,500 | 1,000 | 16,500 |
| | to | 001-646-00.5271 | 2,500 | 790 | 3,290 |
| | from | 001-646-00.5741 | 4,000 | (1,790) | 2,210 |

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

**AGENDA ITEM: Authorize Information Technology to dispose of Computer Equipment.
(see attached list of equipment)**

TYPE OF ITEM: XCONSENT- ACTION -PROCLAMATION -EXECUTIVE SESSION-
WORKSHOP

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: no funds

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/McGill

SPONSORED BY: Sumter

SUMMARY: Goodwill has expressed an interest in receiving the computer equipment from the county. I.T. has stripped the equipment of any usable parts. The recommendation to the court would be to dispose of the equipment as worthless (pursuant to LGC 263.152-Disposition (3) and send to Goodwill for recycling.



Hays County Information Technology

Jeff McGill, Director

Date: May 5, 2010

To: Andrea Soto

From: Marva Pearce

RE: Computer Equipment for Recycle

| <u>DESCRIPTION</u> | <u>TAG #</u> |
|----------------------------|--------------|
| CPU | 12689 |
| CPU | 12234 |
| CPU | 12235 |
| IBM PRINTER | 09634 |
| CPU | 09659 |
| CPU | 13085 |
| CPU | 13246 |
| CPU | 13244 |
| CPU | 13245 |
| CPU | 12233 |
| CPU | 13083 |
| CPU | 09659 |
| CPU | 12235 |
| CPU | 09649 |
| CPU | 13247 |
| CPU | 13248 |
| CPU | 13084 |
| OKIDATA PRINTER | 09663 |
| DELL MONITOR | 16345 |
| HP LASERJET | 14236 |
| CPU | 12782 |
| PANASONIC TOUGHBOOK | 12350 |
| EPSON COLOR SCANNER | 12740 |
| CPU | 12689 |
| IPAQ | 12645 |
| PANASONIC TOUGHBOOK | 12952 |
| VIEWSONIC MONITOR | 13544 |
| GATEWAY LAPTOP | 11912 |
| GATEWAY COMPUTER | 13270 |
| 6 - IBM REMOTE ASYNC NODE | N/A |
| LINKSYS 24PT HUB | N/A |
| NETGEAR | 12984 |
| NETGEAR | 12924 |
| CODEX | 8991 |
| SERVER | 13539 |
| CPU | 11886 |
| 5 - OLD MONITORS | N/A |
| 2 - BOXES CABLES/KEYBOARDS | N/A |
| 4 keyboard | N/A |
| 1 EPSON PRINTER | N/A |

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 **12:00 noon** on **WEDNESDAY**.

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

AGENDA ITEM: Approve specifications for IFB #2010-B13 Dacy Lane Improvements from Goforth Road to Bebee Road and authorize purchasing to solicit for bid and advertise.

Consent, Action, Executive Session, Etc. –Consent

MEETING DATE REQUESTED: May 18, 2010

REQUESTED BY: Herzog/Maiorka/Borcherding

SPONSORED BY: INGALSBEE

LINE ITEM NUMBER OF FUNDS REQUIRED:

SUMMARY: Specifications and plans are available for review in the purchasing office. The documents are too large to include with the agenda.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED:

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 award of IFB #2010-B11 McGregor Lane Culvert Improvement Project to Smith Contracting.

CHECK ONE: X CONSENT *ACTION* ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Borcherding

SPONSORED BY: Commissioner Ford

SUMMARY: See attached recommendation letter and tabulation sheet.



May 10, 2010
AVO 26669

Mr. Jerry Borcharding, PE, Director of Transportation
2171 Yarrington Road
San Marcos, TX 78666

RE: McGregor Lane Culvert Improvement Project – Bid Award Recommendation

Dear Mr. Borcharding:

Based on bids received May 6, 2010 for the McGregor Lane Culvert Improvement Project, the apparent low bidder was Smith Contracting Co., Inc. (see enclosed Bid Tabulation). Smith Contracting provided a list of references from previous projects. We contacted several references such as Travis County and Espey Consultants and asked the following questions:

- What type and size of projects?
- What was the quality of work provided?
- Were the projects completed in a timely manner?
- Were there any payment issues?
- Were any other problems encountered during/after construction?
- Any other general comments?

Based on the conversations with the references, it appears that Smith Contracting provides quality work and generally adheres to the schedule. The projects Smith Contracting constructed for the references included paving and utilities and were similar to the proposed McGregor Lane Culvert Improvement project. Both references indicated they would work with Smith Contracting again given the opportunity.

Based on our knowledge and belief from these contacted references, we recommend award of the project to Smith Contracting Co., Inc. as the lowest responsive bidder. Prior to proceeding with this project, it is recommended that the Hays County consult their legal counsel in review of the bonding company's qualifications, financial status, and ability to provide bonding services in the project's jurisdiction. If you should have any questions, please do not hesitate to call me.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kirk E. Lowe", is written over the company name.

Kirk E. Lowe, P.E.
Project Engineer

HALFF ASSOCIATES, INC.

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TX 78759-5356

TEL (512) 252-8184
FAX (512) 252-8141

WWW.HALFF.COM

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, acceptance of the maintenance bond for two years for Mustang Valley subdivision, Section II.

| TYPE OF AGENDA ITEM | Subdivision | Road | Staff Recommendation |
|----------------------------|--------------------|-------------|-----------------------------|
|----------------------------|--------------------|-------------|-----------------------------|

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY: Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The RPTP Department has inspected and approved the improvements. A letter of credit has been submitted for \$11,048.00 for two years.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

5/12/10

Honorable Liz Sumter
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Mustang Valley Section II

Dear Commissioners and Judge:

Russell Hinds, Owner, is requesting that Hays County release the construction bond of \$100,476.10 for Mustang Valley Section II and accept a maintenance bond in the amount of \$11,048.00. Matthew B McCormick, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

A handwritten signature in cursive script that reads "Jerry H. Borcharding".

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

April 9, 2010

Jerry Borcharding, P.E.
Hays County Engineer
2171 Yarrington Road
San Marcos, Texas 78666

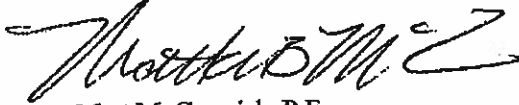
Re: Mustang Valley Subdivision Section II
Mustang Valley Trail Sta: 41+67.48 to 61+50.00
Hays County, Texas
Engineer's Certification Letter

Dear Mr. Borcharding,

This letter is to certify that the civil related improvements of Mustang Valley Trail from Sta: 41+67.48 to 61+50.00 associated with Mustang Valley Subdivision Section II are substantially complete and have been installed in general accordance with the Construction Plans and Specifications, as approved by Hays County. It is my recommendation that all temporary erosion control measures remain in place and continue to be maintained by the contractor until vegetation is established to the final stabilization standards set forth by TCEQ and/or Hays County and Notice of Termination (NOT) has been submitted to TCEQ.

If you have any questions or need additional information please contact our office.

Sincerely,
Matkin-Hoover Engineering



Matt McCormick, P.E.
Project Manager



cc: Todd Spencer – Hays County
Betty Lambright – Hays County
Russell Hinds – Rincon Group L.P.
David Coleman – Diamond X Contracting



Ozona National Bank

SINCE 1905

LETTER OF CREDIT

May 6, 2010

Re: Mustang Valley

To: The Hays County Judge

IRREVOCABLE LETTER OF CREDIT NUMBER 585

We hereby establish our irrevocable letter of credit in favor of the County of Hays in the account of **RINCON GROUP, LP**. This letter is effective up to the aggregate amount of \$11,048.00 and will remain in effect until **OZONA NATIONAL BANK** is released or discharged by the County of Hays. This is your authority to draw drafts for any amount, or the full amount not to exceed \$11,048.00.

All drafts are to be marked "Drawn under Letter of Credit Number 585"

This letter of credit is given as assurance that all road construction in Mustang Valley Section 2 will be maintained according to County of Hays specifications.

Bank Name: Ozona National Bank
By:

Bank Address: P O Box 528
101 River Road
Wimberley, Texas

Name: Shane Barbee
Title: Senior Vice President
Date: May 6, 2010

Each draft so drawn must be marked "Drawn under Ozona National Bank Letter of Credit Number 585"

and be accompanied by (1) the original letter of credit and (2) a signed statement from the Hays County Judge stating that:

"The roads in Mustang Valley Section 2 were not maintained as defined in the plans and specifications approved by the Hays County Commissioners Court"

www.ozonabank.com

8207 Callaghan Rd., Suite 430 • San Antonio, Texas 78230 • 210/979-6275
141 W. Hopkins • P.O. Box 728 • San Marcos, Texas 78667 • 512/754-2600
Ranch Road 12 at River Road • P.O. Box 528 • Wimberley, Texas 78676 • 512/847-8200

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL:512/738-2555

<http://co.hays.tx.us>

FAX: 512/393-7391

INSPECTION REPORT

| | | | |
|-------------|---------------------------|----------|-----------|
| LOCATION: | Mustang Valley Section II | DATE: | 4/15/2010 |
| OWNER: | Russell Hinds | WEATHER: | |
| CONTRACTOR: | Diamond X | TIME: | |
| INSPECTOR: | Todd Spencer | | |

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION**

1. Deadend Barricades
2. Clean roadway
3. Signage
4. Asbuilt plans
5. Concurrence letter
6. Test reports
7. Environmental punchlist to be complete

Todd Spencer, Construction Inspector

4/15/2010

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a public hearing on May 18, 2010 to establish traffic regulations (speed limits) on (New) South Old Stagecoach Road along the area of the soccer fields; also on the dedicated park road

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Jerry Pinnix

SPONSORED BY: Ingalsbe

SUMMARY: For public safety concerns and because there will be a great numbers of children present at the new park development with the soccer fields, Jerry is requesting that the speed limit along South Old Stagecoach Road be lowered from 40 MPH to 35 MPH. This will only be the area leading up to the soccer fields on both sides and the stretch running alongside the fields themselves.

Also being requested is that the speed limit within the park complex (the old road) be lowered from 35 MPH to 20 MPH.

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 amend budget for Resource Protection Transportation and Planning department.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$8,196.03

LINE ITEM NUMBER OF FUNDS REQUIRED: \$8,196.03 from 020-710-00.5719 to 020-710-00.5351

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Judge Sumter

SUMMARY:

RPTP has a savings in miscellaneous equipment due to the purchase of traffic study devices in place of budgeted radar signs (approved by Court on 10/13/09). We request that the remainder of the savings be moved into road materials.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Change Order #7 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (Building) project.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$4,600.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5611

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 18, 2009 Hays County awarded the bid (#2009-B17) for Five Mile Dam Park, Phase 2 - Building - construction to Harris Road Company, Inc., in the amount of \$338,027.00. Previous change orders have increased the total contract amount to \$417,542.00.

Change Order #7 will provide for the installation of electrical conduit for future sports field lighting. It is prudent to do the trenching and lay conduit at this time to avoid cutting of irrigation or other utility lines in the future, as lighting of the fields is preferred in future development. Change Order #7 is for \$4,600.00 and will result in a total contract amount of \$422,142.00 with Harris Road Company, Inc. for the Building project. This amount remains under that allowed per purchasing requirements of a maximum 25% for contract increases.

While the contract with Harris Road Company, Inc. for the Building project is with the County, this project is being conducted in partnership with the City of San Marcos. Funding for Phase II development at Five Mile Dam Park is being provided by the City of San Marcos, and construction project oversight is primarily by the City along with recommendations for contract amount changes. The project team, including Hays County staff, meets regularly to coordinate and discuss issues associated with construction activities at Five Mile Dam Park. The City of San Marcos has requested and approved the change order.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute Change Order #7 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park, Phase II (Building) project.

PREFERRED MEETING DATE REQUESTED: MAY 18, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$4,600.00

LINE ITEM NUMBER:147-757-97-041.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS: This is just under the maximum allowable increase of 25% of the original contract amount.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE:_____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED:_____

CHANGE ORDER # 7
CITY OF SAN MARCOS, TEXAS
HAYS COUNTY
Bid #2009-B17

PROJECT: Five Mile Dam Phase 2 (Building)

CONTRACTOR: Harris Road Company

ORIGINAL CONTRACT DATE: 10/27/09

CHANGE ORDER DATE: 5/4/10

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

1,500 LF of trenching and laying of conduit = 4,600

| | | |
|---|----|------------|
| Previous contract amount: | \$ | 417,542.00 |
| Net increase/decrease in contract amount: | \$ | 4,600.00 |
| Revised contract amount: | \$ | 422,142.00 |

| | | | |
|--|--|-----|------|
| Previous contract time of completion (substantial/final) | | 230 | Days |
| Net increase/decrease in contract time of completion | | 0 | Days |
| Revised contract time of completion (substantial/final) | | 230 | Days |

Recommended by:

Engineer:

by:

Date:

Charles M. Mosey, Assistant, Land Design Partners
Printed name, title, Firm name

Requested by:

Contractor: Harris Road Company

by: Jason Pence
Jason Pence

Date: 5/4/10

Printed name, Project Manager

Approved by:

City of San Marcos:

Date: 5-10-10

by: With Ford for Jimmy Venable
Jimmy Venable, San Marcos Parks

Approved by:

Hays County, TX:

Date: _____

by: _____
Elizabeth Sumter, County Judge

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Change Order #8 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park Phase 2 (Site) project.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$706.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5611

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 18, 2009 Hays County awarded the bid (#2009-B15) for Five Mile Dam Park Phase 2 – Site - construction to Harris Road Company, Inc., in the amount of \$504,037.80. Change Orders #1-#7, previously approved by Commissioners Court, increased the total contract amount to \$629,339.00.

Change Order #8 provides for changes in the quantities of parking lot ribbon curb (note 1270 square feet to 1270 *lineal* feet) and the substitution of stone seat walls for stone retaining walls around the concessions/restroom building, increasing available seating in this area to accommodate larger groups. Change Order #8 is for a net amount of \$706.00 and will result in a total contract amount of \$630,045.00 with Harris Road Company, Inc. for the Site project. This amount is just under the maximum allowed for increases to the original contract price.

While the contract with Harris Road Company, Inc. for the Site project is with the County, this project is being conducted in partnership with the City of San Marcos. Funding for Phase 2 development at Five Mile Dam Park is being provided by the City of San Marcos, and construction project oversight is primarily by the City along with recommendations for contract amount changes. The project team, including Hays County staff, meets regularly to coordinate and discuss issues associated with construction activities at Five Mile Dam Park. The City of San Marcos has approved the change order.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute Change Order #8 to the construction contract with Harris Road Company, Inc. for the Five Mile Dam Park Phase 2 (Site) project.

PREFERRED MEETING DATE REQUESTED: MAY 18, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$706.00

LINE ITEM NUMBER:147-757-97-041.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS: This change order will result in the maximum 25% allowed for a contract to be increased.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

CHANGE ORDER # 8
CITY OF SAN MARCOS, TEXAS
HAYS COUNTY
Bid #2009-B15

PROJECT: Five Mile Dam Phase 2 (Site)

CONTRACTOR: Harris Road Company

ORIGINAL CONTRACT DATE: 10/27/09

CHANGE ORDER DATE: 5/4/10

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

- Parking Lot D 18" Ribbon Curb 1,270 SF x \$6.50 = (\$8,255)
- Parking Lot D 18" Ribbon Curb 1,270 LF x \$10.00 = \$12,700
- Stone Retaining Walls = (\$33,953.00)
- Seat walls 396 LF x \$70.00 = 27,720.00
- Railing/Stone Columns = (\$4,856.00)
- Dirt work around seat walls = \$5,800.00
- Concrete for seat walls = \$1,550

| | | |
|---|----|-------------------|
| Previous contract amount: | \$ | <u>629,339.00</u> |
| Net increase/decrease in contract amount: | \$ | <u>706.00</u> |
| Revised contract amount: | \$ | <u>630,045.00</u> |

| | | |
|--|------------|------|
| Previous contract time of completion (substantial/final) | <u>230</u> | Days |
| Net increase/decrease in contract time of completion | <u>0</u> | Days |
| Revised contract time of completion (substantial/final) | <u>230</u> | Days |

Recommended by:

Engineer:

by: 

Date: 5.7.10

Charles Mason, Assistant, Land Development Planning
Printed name, title, Firm name

Requested by:

Contractor: Harris Road Company

by: Jason Pence

Jason Pence

Date: 5/4/10

Printed name, Project Manager

Approved by:

City of San Marcos:

Date: 5-10-10

by: With Ford for Jimmy Venable
Jimmy Venable, San Marcos Parks

Approved by:

Hays County, TX:

Date: _____

by: _____

Elizabeth Sumter, County Judge

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute change orders to the Grande Communications, Brookside and NEC Financials contracts for the new VOIP system not to exceed a 10% increase.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: McGill

SPONSORED BY: SUMTER

SUMMARY: Small changes deletions and/or additions are necessary as we install hardware in offices. Some will be deletions saving us funds and some will be small increases expanding calling features and/or additional fiber locations.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider an administrative variance to Subchapter 7 of Chapter 701 and Subchapter 4 of Chapter 711 to streamline the application process for certain Development Authorizations.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Lisa A. Wright, Deputy Director of Development Services/Senior Planner

SPONSORED BY: Elizabeth Sumter, County Judge

SUMMARY:

Background: On August 18, 2009, the Commissioners Court adopted the new Hays County Development Regulations, and numerous new forms and processes have been implemented by the Development Services Division to effectively implement the provisions of the Regulations. The Regulations do not differentiate between the various types of Development Authorizations when it comes to the application process; however, staff feels much of the information required is only necessary for subdivision applications, and this has added greatly to the amount of information applicants must submit, and lengthened the average time it takes to get a permit, for a Flood Hazard Area Permit (FHAP) or septic system.

Possible Actions: Staff is requesting the Court to grant an administrative variance as shown on the attached.

The items shown in the proposed variance will be brought back to the Court as part of the recommended revisions to the Development Regulations; however, since that process will take longer because of the nature of the other proposed revisions, staff is asking that this administrative variance be implemented immediately to help ease the paperwork strain on applicants as soon as possible.

Attachments: Sub-Chapter 7 of Chapter 701 and Subchapter 4 of Chapter 711 of the Hays County Development Regulations, with proposed variance indicated.

Chapter 701
Sub-Chapter 7 - General Application and Approval Procedures

§7.01. Application Forms

The Department shall develop and make available to the public forms for submitting Applications for the various types of approvals required under these regulations. These Application forms shall provide for the following information:

- (A) the legal name of the Applicant;
- (B) the name or title by which the Applicant will describe the application; (SUBDIVISION APPLICATIONS ONLY)
- (C) the name, address and contact information for the Applicant's designated contact person and any person submitting Application materials on behalf of the Applicant;
- (D) the legal name, address and contact information for the Owner(s) of the Subject Property, if different from the Applicant;
- (E) The legal name of the Permittee, if the Development Authorization is to be issued to a person that is not the Applicant;
- (F) ~~The HCAD Owner Identification number for the Applicant and for the Permittee, if applicable;~~
(REMOVE FROM ALL APPLICATIONS. NO LONGER REQUIRED NOW THAT TAXES PAID REQUIREMENT HAS BEEN REMOVED)
- (G) the HCAD Property Identification number(s) for the Subject Property;
- (H) the type of application being submitted;
- (I) the identification of any supplemental information submitted;
- (J) the County Precinct(s) in which the Subject Property is located;
- (K) general location information for the Subject Property, including any or all of the following:
 - (1) The "911" Street Address;
 - (2) Geographic Coordinates; (SUBDIVISION APPLICATIONS ONLY)
 - (3) Current Legal Description;
 - (4) The Primary and Secondary Access/Frontage Roadways; (SUBDIVISION APPLICATIONS ONLY)
 - (5) A published topographic map; or, (SUBDIVISION APPLICATIONS ONLY)
 - (6) A County Roadway map. (SUBDIVISION APPLICATIONS ONLY)
 - (7) A map from another source that accurately depicts the location of the Subject Property which provides sufficient detail to allow County staff to easily find the property in order to conduct necessary inspections.

- (L) certifications by the Applicant, the property Owner and the Permittee required under these regulations;
- (M) the signature of the Applicant;
- (N) documentation for tracking the Application through the County's review process;
- (O) the number of copies of the Application and supplemental information to be submitted; and,
- (P) Any other information requested by the Department to fully evaluate the proposed development project.

The Applicant is responsible for ensuring that all applicable information regarding the Application is provided on the Application Form. Supplemental information may be attached to the Application Form but should be noted in the designated section of the Application Form.

§7.02. Representations and Certifications

By submitting an Application under these regulations, the Applicant, Permittee and/or the owner(s) of the Subject Property shall represent and certify:

- (A) there is no outstanding tax liability to the County on the Subject Property;
- (B) the owner(s) of the Subject Property has authorized the submittal of the Application;
- ~~(C) the required fees accompany the Application; and,~~ (REMOVE FROM ALL APPLICATIONS. NOT A NECESSARY CERTIFICATION SINCE APPLICATIONS ARE NOT ACCEPTED OR PROCESSED WITHOUT THE FEE.)
- (D) the County is authorized to review and act upon the application.

§7.03. Supplemental Information

Where required by individual Chapters, the Applicant shall submit the specified number of copies of supplemental material. Supplemental information shall conform to the following format:

- (A) Where possible, supplemental information should be submitted in black and white format. The submittal of color information should be coordinated in advance with the Department.
- (B) Supplemental information consisting primarily of text shall be submitted on 8-1/2" x 11" standard paper.
- (C) Drawings or graphic information should be submitted using one of several commercially available sizes of standard paper:
 - (1) 8-1/2" x 11" standard paper (Size A)
 - (2) 11" x 17" standard paper (Size B)
- (D) With prior coordination, Applicants may submit over-sized drawings or graphic information on any standard commercially available media, including:
 - (1) 17" x 22" or 18" x 24" (Sizes C or C1)

- (2) 22" x 34" or 24" x 36" (Sizes D or D1)
- (3) 34" x 44" or 36" x 48" (Sizes E or E1)
- (E) Where required by these Regulations, certain digital data must be submitted in addition to the hard copies, including digital versions of certain drawings and graphics and geographic coordinates. The Department shall develop, update and make available to the public the digital file and geographic format requirements and transmittal or delivery procedures and formats. These shall be published as the Hays County Digital Data Submittal Standards.
- (F) Where required by these Regulations or other applicable law, professional engineering, architecture, professional geoscience, professional sanitarian and professional surveying submittals shall be appropriately signed and sealed by an individual currently licensed to practice in Texas in accordance with the Texas Engineering Practice Act (Chapter 1001 of the Texas Occupations Code[TOC]), the Texas Architectural Practice Act (Chapter 1051 of the TOC), the Texas Geoscience Practice Act (Chapter 1002 of the TOC), the Texas Sanitarian Practice Act (Chapter 1953 of the TOC) and/or the Texas Professional Land Surveying Practices Act (Chapter 1071 of the TOC).

§7.04. Application Fees

Each Application submitted under these regulations shall be accompanied by the payment of all applicable fees identified under these regulations. The Application fees shall be non-refundable and in the amounts set forth in these Regulations.

§7.05. Supplemental Requirements Based on Type of Applicant or Permittee

Applicants or Permittees who are not individuals ("natural persons" as defined in the Texas Business Organizations Code §1.002) must submit additional documentation in accordance with the following requirements:

- (A) Applicants that are entities that are not natural persons shall file with the County:
 - (1) A certified copy of a resolution or other documentation approved by the entity's governing body authorizing the entity to file documents pursuant to these Regulations and designating the natural person(s) authorized to execute documents on behalf of the entity;
 - (2) Additional documentation as may be required by the County documenting the existence of the entity and the authority of those natural persons acting on behalf of the entity.
 - (3) For applications other than for the subdivision of property, a letter on company letterhead, signed by an authorized official of such company, authorizing the Applicant to file an Application on behalf of such company.
- (B) Applicants that are business entities that are not natural persons shall submit: (SUBDIVISION APPLICATIONS ONLY)
 - (1) The name and address for service of process of the registered agent of the business entity; and,
 - (2) A date-stamped copy of the entity's enabling documents filed with the Texas Secretary of State, or as otherwise existing.

- (C) Applicants that are governmental entities that are requesting a waiver of fees by the County shall submit written documentation signed by the entity's chief elected official or chief executive officer formally requesting the County to waive the applicable fees and indicating that the entity will in turn waive similar fees for the County. The Director is authorized to waive such fees upon receipt of the necessary documents.
- (D) Applicants using an assumed name shall submit a date-stamped copy of the Certificate of Assumed Name. (SUBDIVISION APPLICATIONS ONLY)

§7.06. Application Identification

Upon receipt of an Application, the Department shall assign a unique alphanumeric reference identifier to the Application. The Department may elect to assign one reference identifier to a group of related Applications. The Department may also elect to utilize identifiers that allow tracking of different types of applications. The assigned reference identifier shall be utilized by the Department and the Applicant on all documents related to the Applications. All Application forms developed and utilized by the Department under these Regulations shall designate a prominent location for this reference identifier.

§7.07. Administrative Review

Before an Application filed under these regulations will be reviewed by the Department, it must be administratively complete. An administratively complete Application will contain responses to all items on the Application form, will be accompanied by the payment of all applicable fees, and will have the tax status confirmed for the Applicant, the Permittee and the Subject Property. The Department shall conduct an initial review of the Application to determine whether it is administratively complete. If the Application is not administratively complete, the Department shall notify the Applicant of the deficiencies with the Application not later than ten (10) working days after the date the Application is received by the County. Further processing of the Application shall be suspended until these administrative deficiencies have been remedied. The Applicant shall provide a written response to each noted deficiency issued by the County, accompanied by any additional information required to respond to such deficiency. (THE FOLLOWING SHALL APPLY TO SUBDIVISION APPLICATIONS ONLY. OTHER APPLICATIONS WHICH ARE ADMINISTRATIVELY COMPLETE WILL IMMEDIATELY GO TO TECHNICAL REVIEW WITHOUT THE NOTICE REQUIREMENT.) Once an Application has been determined by the Department to be administratively complete, the Department shall provide written confirmation to the Applicant, with a copy to the County Commissioner(s) in whose precinct the Subject Property is located. Administratively complete applications shall be subjected to a technical review by the Department.

§7.08. Technical Review

Before an Application filed under these regulations can be subjected to a technical review by the Department, it must be determined to be administratively complete. Before an Application filed under these regulations will be submitted to the Commissioners Court for final action, the Application shall be reviewed by the Department and determined to be technically complete. The Department shall review the Application to ensure that it complies with the technical requirements of these regulations, including any applicable variances requested. If the Application is not technically complete, the Department shall notify the Applicant of the technical deficiencies with the Application. Further processing of the Application shall be suspended until these deficiencies have been remedied. The Applicant shall provide a written response to each noted deficiency issued by the County, accompanied by any additional information required to respond to such deficiency. (THE FOLLOWING SHALL APPLY TO SUBDIVISION APPLICATIONS ONLY. OTHER APPLICATIONS WHICH ARE TECHNICALLY COMPLETE WILL RESULT IN THE MAILING OF A PERMIT TO THE APPLICANT WITHOUT THE

ADDITIONAL NOTICE REQUIREMENT. A COPY OF THE PERMIT CAN STILL BE FORWARDED TO THE COMMISSIONER IF PREFERRED/REQUESTED.) Once an application has been determined by the Department to be technically complete, the Department shall provide written confirmation to the Applicant, with a copy to the County Commissioner(s) in whose precinct(s) the Subject Property is located. An Applicant that disagrees with the Department's determination of technical deficiencies in the Application may petition the Department to forward the Application to the Commissioners Court without resolving the alleged deficiencies. Such requests shall be made in writing to the Department with a copy to the office of the County Judge.

§7.09. Combined Administrative and Technical Review

(THIS SECTION TYPICALLY APPLIES TO ALL APPLICATIONS EXCEPT SUBDIVISIONS; THEREFORE, THE NOTICE REQUIREMENT WILL CONSIST ONLY OF THE MAILING OF THE PERMIT) Applications which are routine in nature and have a limited number of technical requirements may, at the discretion of the Department, have both the administrative and technical reviews conducted together. The Department may also combine the written confirmation of administrative and technical completion required in §701.7.07 and §701.7.08.

§7.10. Expiration of Application and Suspension by Agreement

Unless an extension request is submitted to the Department in writing and such extension is subsequently granted in writing by the County, Applications for which the deficiencies are not remedied within sixty (60) calendar days following issuance of the notice of deficiencies are deemed expired and shall be returned to the Applicant. Extension requests may be granted administratively by the Department for a period of up to and inclusive of sixty (60) calendar days. Extension requests exceeding this requirement must be submitted to the Department in writing and must be subsequently approved by the Commissioners Court.

§7.11. Action on Applications Following Technical Review

For Applications that the Department determines to be technically complete, the Department shall also determine whether the Application qualifies for administrative approval in accordance with Subchapter 8 of this Chapter. Technically complete applications that qualify for administrative approval shall be issued the appropriate type of Development Authorization by the Department in accordance with Subchapter 11 of this Chapter. Applications that are technically complete, but which do not qualify for administrative approval, shall be forwarded to the Commissioners Court. Applications that the Department determines to not be technically complete, but for which the Department has received a petition to submit to the Commissioners Court, shall be forwarded to the Commissioners Court within ten (10) working days of receipt of such petition.

§7.12. Applications Forwarded to Commissioners Court

All Applications forwarded by the Department for consideration by the Commissioners Court shall be submitted to the County Clerk with a request that the item be placed on the agenda for consideration by the Commissioners Court. Along with the Application, the Department shall make a written recommendation to the Commissioners Court that the application be approved, approved with changes, or denied. The Department shall provide a copy of the Application and the Department's recommendation to the Commissioner(s) in whose precinct(s) the Subject Property is located.

§7.13. Notice of Action on Application

The Department shall notify all Applicants of the final action taken on their Application. Development Authorizations issued administratively by the Department or based on an Approval by the Commissioners Court shall comply with the notice requirements in Subchapter 11 of this Chapter. For Applications that are denied either by the Commissioners Court or administratively by the Department, the Department shall send written notice to the Applicant, the Permittee and the owner of the Subject Property providing a detailed list of reasons the application is denied. Unless otherwise required, notice of action on an Application shall be sent within ten (10) working days of said action.

§7.14. Withdrawal of Application

An Applicant may withdraw an Application by submitting a written request to the Department. Upon receipt of a written request for withdrawal of an Application, the Department shall cease processing the Application and shall confirm the withdrawal of the Application in writing, with copies forwarded to the Applicant, Permittee, owner of the Subject Property, and the Commissioner(s) in whose precinct(s) the Subject Property is located. The written confirmation shall address the disposition of fees (both refundable and non-refundable) and shall indicate that a new application, including fees, shall be required prior to conducting any of the regulated activities included the original Application.

Chapter 711

Sub-Chapter 4 - General Application Procedures

§4.01. General Requirements and Application Procedures

Applications to the Department for approval of any of the various Development Authorizations pursuant to this Chapter are subject to the general requirements and Application procedures set forth in Chapter 701 of these Regulations.

§4.02. Additional Application Information

In addition to the items required to be submitted in accordance with Chapter 701, Subchapter 7, all Applications to the Department for Development Authorizations in accordance with this Chapter, including amendments or supplemental materials, shall be delivered to the Department and shall include:

- (A) Identification of the Permittee who agrees to be bound by the terms of the development authorization, if issued, including any special provisions incorporated by the Commissioners Court. Unless designated separately on the Application, Development Authorizations will be issued with the Applicant as the Permittee.
- (B) Information on the precise location of the Subject Property to include: (SUBDIVISION APPLICATIONS ONLY)
 - (1) The “911” Street Address, if established;
 - (2) Geographic Coordinates for the main entrance to the Subject Property off of a public roadway and one additional location near the geographic center of the Subject Property;
 - (3) The current legal description and deeds for the Subject Property; and,
 - (4) The Primary and any secondary existing public roadways which abut the Subject Property or will be used for access to the proposed development.

- (C) A detailed description of the specific activities proposed for the Subject Property.
- (D) The size and location of the Subject Property or, if a reference identifier has previously been assigned, the reference identifier of the Subdivision application.
- (E) Any technical representatives or consultants responsible for preparation of the Application or Supplemental Information (e.g. professional engineers, professional geoscientists, professional land surveyors, registered sanitarians, attorneys, accountants, etc.)

§4.03. Supplemental Information

In addition to the items required to be submitted with the Application in accordance with Chapter 701 and Section §711.4.02, each Application shall be supplemented with the following information:

- (A) Property location map(s), which utilizes at least one of the following base maps:
 - (1) A topographic map as published by the U.S. Geological Survey (USGS), or an equivalent map from another source, indicating the location of the Subject Property; (SUBDIVISION APPLICATIONS ONLY)
 - (2) ~~A County Roadway map as published by the Texas Department of Transportation indicating the location of the Subject Property; and/or,~~
 - (3) A ~~County Roadway~~ map from another source that accurately depicts the location of the Subject Property which provides sufficient detail to allow County staff to easily find the property in order to conduct necessary inspections.
- (B) A site drawing in sufficient detail to describe the location within the property of the proposed activities, including the location of specific improvements to be constructed.
- (C) Existing and proposed public and private roadways, including those designated for general egress/ingress and those designated for emergency access to the proposed development.
- (D) An erosion and sedimentation control plan prepared in accordance with the Hays County Erosion Controls Manual or the Storm Water Pollution Prevention Plan developed in accordance with the TCEQ Construction Site Storm Water Permitting Program.

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 allow Commissioner Ford to negotiate fence replacement agreements with property owners along Mt. Gainor Road.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: Not to exceed \$25,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 2001 Bond Funds

REQUESTED BY: Borcharding

SPONSORED BY: Ford

SUMMARY: The Bond Road project along Mt. Gainor will require that several property owners move their existing fence. This action will allow Commissioner Ford to come to agreements with each property owner regarding reimbursement for their fence, allow her to sign off on the agreements, and direct the auditor to cut checks to these property owners. Three quotes for fence construction have been received; therefore, Commissioner Ford has a reasonable range of costs to use during negotiations.

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 a request to purchase kitchen equipment at the Law Enforcement Center.

TYPE OF ITEM: Discussion/Action

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$7,949.94

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD (Kitchen renovation budget)

REQUESTED BY: Ratliff

SPONSORED BY: Sumter

SUMMARY:

The Sheriff's Office requests that two pieces of kitchen equipment be purchased from funds remaining from the recently completed renovation of the Kitchen in the Jail at the Law Enforcement Center. The requested items are a Steamer at \$4,449.95 and an Insulated Holding Cabinet at \$3,499.99 for a total of \$7,949.94. The projected savings on the construction contract are in excess of \$25,000 which is more than enough to cover this request.

Justification:

Holding Cabinet required to keep the inmate food warm prior to serving, per Chapter 281 rule §281.5 Texas Commission on Jail Standards. Current Holding Cabinet was donated to the Sheriff's Office when the jail opened in 1989. Its actual age is unknown.

Steamer would fit in existing space and add efficiency and versatility to the cooking line. It would allow rice/pasta/vegetables to be cooked simultaneously with a meat dish on the tilt skillet. At present, the tilt skillet is used for all these dishes, and must be cleaned and prepped between each type of food.

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 a request to direct Broaddus & Associates to assess the existing Patrol Division office adjacent to the Law Enforcement Center and to estimate costs for an addition to accommodate the growth that has occurred in the division since the building was put back into service in 1997.

TYPE OF ITEM: Discussion/Action

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: Not to exceed \$10,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD (Jail renovation and existing facility assessment)

REQUESTED BY: Ratliff

SPONSORED BY: Sumter

SUMMARY:

The Sheriff's Office requests that the Patrol Division office be assessed for adequacy of condition and space to serve the increased needs of the division.

Justification:

The current building served as the jail prior to construction of the Law Enforcement Center. From 1989 to 1997 it was used for storage, and in 1997 the Sheriff's Office renovated it for offices for Patrol, including Dispatch, 911, Emergency Operations, CID, Warrants, Narcotics, Evidence Storage, Mental Health, Traffic, and SRO. Since 1997, the division has more than doubled. Existing space is overcrowded, and several staff are required to office at remote locations.

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 a request to purchase replacement lights at the Law Enforcement Center.

TYPE OF ITEM: Discussion/Action

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$2,828.00

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD (Kitchen renovation budget)

REQUESTED BY: Ratliff

SPONSORED BY: Sumter

SUMMARY:

The Sheriff's Office requests that ten replacement light fixtures be purchased from funds remaining from the recently completed renovation of the Kitchen in the Jail at the Law Enforcement Center. The requested items with normal processing and shipping are \$282.80 each, for a total of \$2,828.00. The projected savings on the construction contract are in excess of \$25,000 which is more than enough to cover this request.

Justification:

Many of the original fixtures in the Jail have been damaged and repaired multiple times over the life of the facility. The fixtures installed in the Kitchen during the recent renovation are more durable and produce better light. Replacing the most badly damaged fixtures in the Jail will improve safety and efficiency, and will allow Sheriff's Office staff to evaluate the use of the new fixtures in the general Jail environment.

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 Broaddus & Associates to issue a Request for Qualifications/Request for Proposal for Appraisal Services coordinated with Broaddus & Associates Facility Assessment of occupied County facilities which will be vacated with Departmental moves to the new Government Center.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Bob Hinkle, Broaddus & Associates

SPONSORED BY: Debbie Ingalsbe, CONLEY

SUMMARY:

Please refer to back up.

The appraisal RFQ/RFP will include a provision allowing the County to request an updated appraisal within 12-18 months of the initial report in order to ascertain then-current market conditions for use in retain/disposition decisions.

Hays County Government Center

Scope of Work – Facilities Assessment & Appraisal RFQ/RFP

Members of the Steering Committee,

Completion of the Hays County Government Center will create the need to assess existing county government facilities and to determine each facility's use going forward. Relocating employees, furniture, equipment, files and more will create significant unused space in those facilities which currently house government offices and it is in the County's best interest to formulate a plan for analyzing the existing facilities to streamline the decision-making process. As such, Broaddus & Associates proposes that the Committee consider undertaking a facilities assessment, in order to initiate a proactive plan for alternate best County use, sale or lease of the facilities after completion of the move to the new Government Center. The assessment would supply the following information:

- Formal catalogue of all facilities
- Breakdown of leased vs. owned properties
- Square footage of each facility (gross and net)
- Lease terms (if applicable)
- Optimum current and future use(s) for each facility
- Current appraisal for each property
- Deferred maintenance backlog including critical path repairs

This information will be useful when the Steering Committee begins to make recommendations and the Commissioners Court makes choices regarding which facilities warrant continued use and which should be discontinued, sold or leased.

Broaddus & Associates further recommends that the County submit a request for proposal for appraisal services for all County facilities affected by the move to the Government Center. The appraisal deliverable, coupled with the facilities assessment, should result in a framework for use and disposition recommendations for existing facilities. The appraisal RFQ/RFP will include a provision allowing the County to request an updated appraisal within 12-18 months of the initial report in order to ascertain then-current market conditions for use in retain/disposition decisions.

The timeline for these items is anticipated as follows:

- May 10th : Proposal to Steering Committee for Agenda Item-Draft by 13th
- May 18th: Step 1 RFQ Appraisal Services vote
- June 9th: Finalize, Post by Purchasing Department
- July 7th: Evaluation of RFQ-RFP, clarifications
- July 13th: Recommendation to Commissioners Court, award
- September 14th: Appraisals completed and submitted

- September 20th : Draft Facility Assessment combined with Appraisal report delivered to Steering Committee
- September 21st-28th: Present to Court

Broadus & Associates proposes to perform the facilities assessment as a part of the Program Management for the Government Center at no new cost to the County; the only additional cost associated with this project will be the cost of the market appraisal which should be administered by a capable third-party entity, which is within the Government Center budget. Broadus & Associates will oversee solicitation and management of the appraisal in accordance with the applicable method.

Thank you,

Bob Hinkle
Project Manager
Broadus & Associates

*REQUEST FOR QUALIFICATIONS FOR
APPRAISAL SERVICES FOR HAYS COUNTY FACILITIES*

RFQ No.:



RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
JUNE 9, 2010 at 3:00 PM

NOTE: Submittals must be time stamped at the Hays County Purchasing Department Office on or before the hour and date specified for receipt of submittals.

Prepared By:
Broadus & Associates
1301 South Capital of Texas Highway, Suite A302
Austin, TX 78746

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3. GENERAL SPECIFICATIONS

A. **INTRODUCTION:** Hays County (the "County") is requesting qualifications for Appraisal Services for several Hays County facilities (the "Project") each of which will be affected by the opening of the Hays County Government Center. The County wishes to ascertain the value of each facility in order to generate an appropriate plan for the adaptive reuse or disposition of each asset.

B. **BACKGROUND:** Appraisal Services generally includes, but is not limited to, providing estimated values for the draft list of facilities shown in Appendix "C" (a final list will be provided upon contract execution). All appraisal information should be summarized in a narrative report detailing information for each facility. All services are to be performed by persons licensed and registered under state laws governing their particular area of expertise.

The County has engaged Broaddus & Associates, Austin, Texas as its Owner's Representative:

| | |
|--------------------------|--|
| Name: | Terry Whitman |
| Company: | Broaddus & Associates |
| Business Address: | 1301 S. Capital of Texas Highway Suite A-302 Austin, Texas 78746 |
| Business Phone: | (512) 347-3656 |
| Business Fax: | (512) 329-8242 |
| E-mail: | twhitman@broaddusassociates.com |

The County's standard contract Terms and Conditions are included as Attachment "A" to this Request for Qualifications ("RFQ"). The Appraisal Services Milestone Schedule is included as Attachment "B."

C. **SCOPE OF WORK:** Services are needed for the appraisal of all facilities shown on the draft list in Appendix "C" of this RFQ (a final list will be provided upon contract execution). The work shall be performed in accordance with generally accepted appraisal standards and reporting requirements. The selected appraisal firm shall conduct an investigation of local conditions, costs, and other factors affecting value and shall use all three traditional appraisal methods (as applicable) when estimating value: **replacement cost, income approach and comparable sales analysis.** The appraisals shall include all buildings, land and land improvements. Each facility should be valued assuming a vacancy date of January 1st, 2012. In addition, the appraiser will be provided with a draft copy of a Facilities Assessment report, which is to be generated by Broaddus & Associates in conjunction with the appraisal. Finally, the appraiser will

be required to provide appraisals as of August 1st, 2010 as well as an option, per facility, for updated appraisals as of August 1st, 2011.

D. APPRAISAL: Buildings shall be carefully inspected, including the recording of measurements and the calculation of floor areas. Appraisal company personnel are to report to, and maintain close contact with the Owner's Representative to oversee this project. Inspection of all areas is to be cleared through this designee, and the appraisal procedures shall be conducted in an unobtrusive manner with little or no interruption of daily activities of the occupants.

E. REPORT: Three (3) complete sets of the original appraisal report shall be furnished and delivered to the County upon completion of the assignment. The contents of the report shall include, but not be limited to, the following:

- a) An appraisal certification, specifying the date and purpose of the report
- b) A general description of the assets included in the report, the techniques used to gather data and prepare the report, and the definitions of the terminology and codes used in the report
- c) A site plan for each location showing the general arrangement of the site and the shape and size of buildings or other structures at the location
- d) A summary of values for each appraised facility
- e) Photos and floor plans for each location

A sample report, showing the proposed method and details to be included in the Appraisal Report, shall be included with the qualification.

F. DEVIATION FROM SPECIFICATIONS: The appraisal company shall include in their qualification a statement that their qualification meets all the provisions of these specifications. If the qualification does not meet the specifications or includes alternatives or variations to the specifications, these differences shall be clearly stated in all respects.

4. SPECIAL PROVISIONS

A. CLEAR RESPONSES: Respondents are encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or ornateness are discouraged. Responses should be limited to a maximum of 15 pages. Attention is directed to Section 5 which provides details on information expected in the responses. The County

reserves the right to include any part or parts of the selected submission in the final contract.

B. NON-COLLUSION: By submission of qualifications, the respondent certifies, and in the case of joint qualifications each party certifies as to its own organization, that any cost proposal submitted by the respondent is not the product, direct or indirect, of any collusion with any other respondent, and have not been knowingly disclosed by the respondent directly or indirectly to any other respondent prior to submission to the County.

C. PAYMENT: The successful respondent will invoice for services using the County's payment request form (in triplicate) with attached documentation itemizing services by task. Payment will be made after review and approval by the County's Owner Representative, the County Project Manager, County Finance Department and the Commissioner's Court.

D. EFFECTIVE PERIOD OF QUALIFICATIONS: All qualifications will state the period for which the qualifications will remain in effect. Such period will not be less than 120 days from the qualifications due date.

E. LOBBYING PROHIBITED: Potential respondents are prohibited from directly or indirectly communicating with the County Commissioners, the County Judge, the County Project Manager or County Finance Department employees regarding the respondent's qualifications or the award of a contract. Potential respondents are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member or a request for clarification of an RFQ. Any violation will result in immediate disqualification of the respondent from the selection process.

F. COUNTY ARTWORK: Use of the County logo on qualifications is not permitted.

G. ADDITIONAL INFORMATION: Inquiries regarding this RFQ will be in written form only, and must be received by 3:00 p.m. Central Standard Time ten (10) working days prior to the qualifications due date. Inquiries may be mailed, sent by overnight courier or transmitted via facsimile. All inquiries must include a contact person, address and facsimile number. Responses to questions will be provided to all prospective respondents. Submit technical questions to:

Terry Whitman
Broadus & Associates
1301 S. Capital of Texas Highway
Suite A-302
Austin, Texas 78746

(512) 347-3656
(512) 329-8242
twhitman@broadusassociates.com

with a copy of each question to:

Andrea Soto
Assistant Purchasing Manager
Hays County
111 E. San Antonio St., Suite 101
San Marcos, Texas 78666
andrea_soto@co.hays.tx.us
512-393-2271

H. PREPARATION COSTS: The County will not be liable for any costs associated with the preparation, transmittal or presentation of any qualification or material submitted in response to the RFQ.

5. RESPONSE TO THE REQUEST FOR QUALIFICATIONS

Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the qualifications. The following sections are required in each submission. In order to expedite the evaluation of qualifications, **respondents must organize their submittals in the following sequence:**

A. EXECUTIVE SUMMARY: An executive summary of the major facts or features of the submission, including any conclusions, assumptions and generalized recommendations the respondent desires to make, must be presented. The executive summary will be limited to a length of one page.

B. CONSULTANT PROFILE: Each respondent will provide the following information:

1. Firm name and business address, including telephone number.
2. Year established (include former firm names and year established, if applicable).
3. The respondent's chief appraiser's name, mailing address, email address and telephone number.
4. Office locations (relative to this Project).

5. Number of current contracts and contract amounts.
6. Number of professionals on staff including those designated as an MAI (Member Appraisal Institute).
7. Contracts completed in the last five years with similar requirements as this project.
8. Current limits of professional liability insurance, carrier name and contact information.

C. EXPERIENCE AND REFERENCES: The intent of this section is to obtain information about a minimum of three and no more than five projects within the past five years that will illustrate the respondent's ability to perform services described in this RFQ. The projects referenced must be directly related to municipal appraisal projects. The projects must be directly associated with the personnel identified in your qualification submittal. For each project, provide the following information:

1. Project name and location
2. Name, address and telephone number of client(s) familiar with the project
3. Scope of services provided
4. Names of all team members involved

D. QUALIFICATIONS OF PROJECT TEAM:

1. Identify the personnel that will be assigned to this project. Each member of the project team must be described in terms of position in the firm and on the project team, relevant projects the person has worked on in the past and their particular responsibilities for this project.
2. Identify the respondent's chief appraiser responsible for this project. The respondent's chief appraiser must have the responsibility and authority to act on behalf of the firm in matters relating to the proposed project.

E. ASSURANCES, ERRORS AND OMISSIONS: Include a brief statement providing assurances that the respondent will be cognizant of, comply with and enforce all applicable Federal, State and Local statutes and ordinances and a description of the respondent's methodology for handling errors and omissions in the reports developed as part of this project.

6. SUBMISSION OF QUALIFICATIONS

Five (5) copies of each qualification submission will be submitted to:

Andrea Soto
Assistant Purchasing Manager
Hays County
111 E. San Antonio St., Suite 101
San Marcos, Texas 78666
andrea_soto@co.hays.tx.us
512-393-2271

Responses should be submitted by June 9, 2010 at 3:00 p.m. The sealed envelope will be labeled:

DO NOT OPEN - QUALIFICATIONS – APPRAISAL SERVICES

7. EVALUATION OF QUALIFICATIONS

A. **EVALUATION CRITERIA:** The submissions in response to this RFQ will be evaluated by a selection committee. The County will initially evaluate the qualifications of the submitting firms based on, but not limited to, the following criteria:

| | Description |
|---|---|
| 1 | Experience and performance of the firm on similar past projects. |
| 2 | Experience and qualifications of the Project Team. |
| 3 | Methodology and technical approach to meet the requirements of this RFQ |
| 4 | The firm's ability to complete the project within the County's time frame |

B. **CONTRACT:** The selection of a respondent and the execution of a contract, while anticipated, are not guaranteed by the County. The County reserves the right to determine which submission is in the County's best interest and to award a contract on that basis, to reject any and all submissions, waive any irregularities of any submission, negotiate with any potential respondent (after submissions are opened) if such is deemed to be in the best interest of the County. The ultimate contract amount will be based on a per-property schedule which will be submitted following selection of the winning firm. If additional work is required, that is not identified in this submission of

qualifications, that work will be reimbursed, upon prior written approval, in accordance with a schedule of hourly costs provided with your subsequent cost proposal.

C. RANKING: All qualification submissions will be reviewed and ranked according to the criteria above, and respondents may be selected for interviews or oral presentations as may be necessary. The County makes no commitment to any respondent to this RFQ beyond consideration of the written response to this RFQ.

8. AWARD OF CONTRACT

A. NEGOTIATIONS: The submissions will be evaluated in accordance with the criteria enumerated in Section 7 - Evaluation of Qualifications. A contract will be negotiated with the selected respondent. The County's mandatory provisions for this agreement are described in Attachment "A".

B. FEE SCHEDULE:

1. A cost qualification will be submitted within five (5) calendar days of the County's request, once a respondent has been asked to participate in the second phase of the contract award process.
2. The cost qualification must include an official offer to undertake the proposed work at the proposed costs for various appraisals, personnel, and any additional costs and a detailed explanation of the proposed cost.
3. The official offer will include a commitment to perform all financial responsibilities relative to the performance of the proposed contract including submitting all invoices and accounting for all funds.
4. All cost qualifications will remain in effect for ninety (90) days from the date of the County's receipt of the cost qualification.

C. INABILITY TO REACH AGREEMENT: In the event the negotiations between the respondent selected and the County cannot be completed as a result of an inability to reach agreement on the terms of the contract, then at the option of the County, the contract may be awarded to the second most qualified respondent. Negotiations will continue in this sequence until a contract is finalized or all submissions are rejected.

D. COUNTY COMMISSIONERS COURT APPROVAL: The final contract will be submitted to the Hays County Commissioners Court for approval.

E. FINAL CONTRACT: The selected respondent will be required to assume

responsibility for all services offered in its submission. The selected respondent will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected respondent will be required to enter into a written contract with the County in a form approved by the County's Legal Department. This qualification, or any part thereof, may be incorporated into and made a part of the final contract.

Attachment "A"

Hays County, Texas **Terms and Conditions for Professional** **Services Agreements**

1. Standards of Performance

(a) The performance of all services by the Consultant under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.

(b) In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional consulting firms who possess special expertise in the types of services involved under this Agreement.

(c) Any provisions in this Agreement pertaining to the County's review, approval and /or acceptance of written materials prepared by the Consultant and/or its subconsultants in connection with this Agreement will not diminish the Consultant's responsibility for the materials.

(d) The Consultant will perform all of its services in coordination with the County. The Consultant will advise the County of data and information the Consultant needs to perform its services, and the Consultant will meet with County representatives at mutually convenient times to assemble this data and information.

(e) In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

2. County's Responsibilities

(a) The County will provide information to the Consultant regarding the County's requirements for the Consultant's services under this Agreement. The County will furnish the Consultant with copies of data and information in the County's possession needed by the Consultant, at the Consultant's request.

(b) The County will designate an authorized representative to act on the County's behalf with respect to this Agreement. The County will examine documents and information submitted by the Consultant, and promptly render responses to the Consultant on issues requiring a decision by the County.

3. Consultant's Records

(a) All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to the County and will be available to the County at mutually convenient times.

(b) The County, its auditors and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

(c) The Consultant will furnish to the County at such time and in such form as the County may require, financial statements including audited financial statements, records, reports, data and information, as the County may request pertaining to the matters covered by this Agreement.

4. Ownership and Use of Documents

(a) All documents prepared by the Consultant in connection with this Agreement will become the property of the County whether any project related to this Agreement is executed or not.

(b) The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the County, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to the County all of its records relating to the Project for retention by the County.

5. Term; Termination of Agreement

(a) The term of this Agreement begins upon the date of the letter agreement, and will end upon the Consultant's completion, and the County's

acceptance, of all services described in this Agreement.

(b) This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

(c) This Agreement may be terminated at will by the County upon at least 15 days prior written notice to the Consultant.

(d) In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by the County to be in accordance with this Agreement. This amount will be paid by the County upon the Consultant's delivering to the County all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of the reproduction of these items will be borne by the County.

6. Insurance and Indemnity

(a) The Consultant will hold harmless, indemnify and defend the County and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the County arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for personal injuries, death or damages to property.

(b) The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the County a certificate or certificates in a form satisfactory to the County, showing that Consultant has complied with this paragraph. All certificates will provide that the

policy will not be canceled until at least 30 days written notice has been given to the County, and will name the County as an additional insured on all coverages except workers' compensation and professional liability. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage (3) Professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$1,000,000.00.

(c) The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The County's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

7. No Waiver of Immunity

The County's execution of and performance under this Agreement will not act as a waiver by the County of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the County, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

8. Remedies; No Waiver

In the event of a default or breach of this Agreement by the Consultant, the County reserves the right to choose among the remedies for the default or breach available to the County. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law

remedies available to the County. Any failure by the County to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the County's ability to enforce the Agreement after that time.

9. Miscellaneous Provisions

(a) This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

(b) As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

(c) The Consultant agrees not to use funds received by it under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

(d) The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the County within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the Hays County Code will not be considered as a valuable gift for the purposes of this Agreement.

(e) In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of the Consultant of the Agreement.

(f) All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

(g) Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

(h) All services provided pursuant to this Agreement are for the exclusive use and benefit of the County.

(i) The County of Hays is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant shall not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the County.

(j) In the event that the performance by either the County or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

(k) The County and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The County and the Consultant may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.

(l) This Agreement represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. All changes in the scope of services must be amended

Hays County
Appraisal Services Request for Qualification

by written instrument approved by the County's governing body and signed by both the County and the Consultant.

(m) Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this

Agreement as though included verbatim herein.

(n) In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, these Terms and Conditions will govern and control.

Attachment “B”

Appraisal Services Timeline

| | |
|--|----------------------------|
| Qualification receipt | June 9 th |
| Contract awarded | June 15 th |
| Appraisal Report completed and submitted | August 15 th |
| Draft Facilities Assessment and Appraisal Report delivered to Steering Committee | August 22 nd |
| Presentation of Facilities Assessment and Appraisal to Court | September 14 th |

Attachment “C”

DRAFT List of County Facilities to be Appraised

1. Max E. Smith Building – 302 W. San Antonio, San Marcos, TX 78666
2. Court Annex – N. LBJ Dr., San Marcos, TX 78666
3. Court Records Building – 137 N. Guadalupe St., San Marcos, TX 78666
4. 401-C Broadway St., San Marcos, TX 78666
5. Justice Center – 110 MLK Dr., San Marcos, TX 78666

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 express Hays County's position on the CAMPO 2035 regional transportation plan, proposed amendments, and projects therein, and to give related direction to county staff and representatives.

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Barton

SPONSORED BY: Commissioners Barton and Conley

SUMMARY: The Commissioners Court, staff at RPTP, and engineering consultants for the county have been working in concert with several Hays County cities to review the CAMPO long-range transportation plan, and to propose amendments that would better serve Hays County. The plan addresses major trails, rail and roads for the greater metropolitan area through the year 2035. This is being posted to give the Court a final opportunity to refine our proposed amendments and the fiscal implications – in case that's needed -- before the CAMPO board votes on the plan May 24. In addition, the Court may want to give instruction to staff and/or consultants to help prepare Hays County's case. Finally, the Court may want to pass a resolution or otherwise communicate its position on specific aspects of the plan, including certain projects that seem to be commanding regional debate and may directly affect transportation in Hays County. For instance, Tuesday (May 11th) the Travis County Commissioners Court voted to seek removal of SH 45 Southwest from the plan. That road – which is both in the current plan and in the current version of the proposed plan for 2035 – would intersect with FM 1626 in Hays County; ROW has been acquired by both Hays and Travis counties.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to appoint a Pct. 2 representative to the Hays County Parks and Open Space Board.

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Barton

SPONSORED BY: Commissioners Barton

SUMMARY: Because of a resignation, Pct. 2 has one vacancy on the parks board. Commissioner Barton hopes to have a recommendation (and a resume) ready for Court members before the next meeting. Current members from Pct. 2 are Jim Camp, Barbara Vinson, and Jeff Kaufmann.

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 two Reimbursement, Release, and Temporary Construction Easement Agreements, in the amount of \$13,300 to Danny Green, Donna Fay Green, Dedra Shea Hanvey, Stephen Hanvey, Jeffrey Campbell and Dena Campbell.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$13,300.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 024-801-96-509.5632

REQUESTED BY: Lori Bible, Lockwood, Andrews & Newnam, Inc.

SPONSORED BY: Debbie Ingalsbe

SUMMARY:
This is for on-going Dacy Lane Improvements.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute two Reimbursement, Release, and Temporary Construction Easement Agreements, in the amount of \$13,300 to Danny Green, Donna Fay Green, Dedra Shea Hanvey, Stephen Hanvey, Jeffrey Campbell and Dena Campbell.

PREFERRED MEETING DATE REQUESTED: MAY 18, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$13,300.00

LINE ITEM NUMBER:024-801-96-509.5632

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE:_____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED:_____



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

MEMORANDUM

TO: Debbie Ingalsbe
County Commissioner
Hays County, Texas

FROM: Lori Bible, Right of Way Services
Lockwood, Andrews & Newnam, Inc.

DATE: Friday, May 07, 2010

PROJECT: Dacy Lane Improvements
Parcel 7 & 7E
Danny Green, et al.
Hays County Precinct 1

RE: Contract Transmittals and Check Request for Closing

As you will recall, Danny Green and family have agreed to grant a Temporary Construction Easement for the driveway reconstruction. In addition, they have agreed to relocate the fence and crepe myrtles along Dacy Lane. Attached you will find the original agreements signed by the property owners. Please have the County Judge sign both agreements as indicated.

In addition, please provide two checks as follows:

Contract Sale Price: \$12,805.00

Payable to: Danny Green, Donna Fay Green, Dedra Shea Hanvey, and Stephen Hanvey

Contract Sale Price: \$495.00

Payable to: Jeffrey Campbell and Dena Campbell

Please call me at 512.914.2201 when the agreement is signed and the checks are ready. I will hand deliver the payment to the property owners.

Sincerely,

Lori Bible, ROW Services
Lockwood, Andrews & Newnam, Inc
512-914-2201, cell

**REIMBURSEMENT, RELEASE, AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS AGREEMENT WITNESSETH that the undersigned **DENA CAMPBELL, AND JEFFREY CAMPBELL**, herein called Owners, whether one or more, for good and valuable consideration, agree to grant a Temporary Construction Easement (Easement) to the **COUNTY OF HAYS**, herein called the County, a political subdivision of the State of Texas, and the County agrees to use the Temporary Construction Easement for the clearing of an already existing right of way owned by the County and the closure of an existing driveway on the neighboring Lot 1, Kyle Heights Subdivision, which are all incidental to and involving the County's renovation and upgrade of Dacy Lane (Project), subject to the terms herein stated, upon the following described real property (Property), to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, known as Lot 2, Kyle Heights, Section 1, a subdivision of record in the John Stewart League Survey, Abstract No. 14, Hays County, Texas more described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said Property.

The Parties understand and agree that there shall be some collateral damages to the Property of Owner, in particular, that even though currently in the public right of way, there shall be a need to relocate three (3), more or less, crepe myrtle trees and an existing fence before the use of the Easement can commence (collectively the "Damage").

The Parties understand and agree that the existing north fork of driveway on the neighboring Lot 2, as depicted in Exhibit "B" on the Property shall be permanently removed by County and closed and Owners agree to forever release any rights that may have accrued to said driveway though use of the driveway or any third party agreements, in consideration of the premises and promises in this Agreement (collectively the "Driveway").

The Parties understand and agree that a Temporary Construction Easement (the "Easement") is necessary and good for the purposes of the public road Project and that Owners shall grant County a Temporary Construction Easement upon, across, over and under the Property as set forth more fully in this Agreement.

The Parties further and explicitly understand and agree that the consideration to be exchanged by, through and for the purposes of this Agreement is full and complete compensation for any and all rights and obligations exchanged hereunder and that each party releases the other from any and all claims or causes of action, known or unknown, in connection with this Project.

THEREFORE, FOUR HUNDRED NINETY FIVE DOLLARS and no cents (\$495.00) shall be paid by the County to Owner as (1) reimbursement for the Damage caused on the Property and for which no lien, or encumbrance expressed or implied, is retained; (2) in consideration of the

closure of the Driveway and the release of any rights accrued whether at law or equity; and (3) for the granting of an Easement as set forth more fully in this Agreement.

Owners agree to convey to the County, Easement rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owners for a proportionate part of the above consideration.

Owners agree that the removal and relocation or replacement of the Damage shall be completed no later than June 1, 2010 and shall be at Owner's sole cost and expense, as the County shall have already reimbursed Owners for the Damage by and through this Agreement. Owners further agree that any items remaining in the Easement after June 1, 2010 shall be considered abandoned and may be removed and discarded by County at its sole discretion.

Owners, contemporaneously with receipt of the consideration recited by this Agreement shall deliver to the County a duly executed and acknowledged Temporary Construction Easement in a form and substance as the attached instrument shown as Exhibit "C" incorporated herein. This meeting shall be known as the "Closing".

Owners and the County will finalize the transaction by Closing on or before thirty (30) days after the effective date of this Agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon written agreement by the Owner and the County.

Owners hereby agree to comply with the terms of this Agreement, and agree that the Temporary Construction Easement to the above-described property shall be effective at the time of Closing.

The County agrees to prepare the Temporary Construction Easement for the above-described property at no expense to the Owners and to pay the closing costs, if any.

The County agrees to pay to Owners, upon delivery of the properly executed Temporary Construction Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest Owners may have.

The County agrees to remove the existing asphalt of Driveway and to restore the surface of the Easement by filling with topsoil as needed to grade to a level similar to which existed prior to the construction, including seeding with grass, after the use of the Easement ceases.

The County agrees that its employees, agents and contractors shall be instructed to restrict all activities to the Easement and not enter onto Owner's remainder of the property.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the County hereto with respect to said matter.

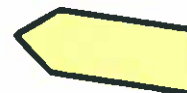
[SIGNATURES ON FOLLOWING PAGE]

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

GRANTEE:
COUNTY OF HAYS

Date: _____

By: _____
Elizabeth Sumter, County Judge



OWNERS:

Date: APRIL 29TH 2010



JEFFREY CAMPBELL

SS/Tax ID #: _____

Date: MAY 5TH 2010



DENA CAMPBELL

SS/Tax ID #: _____

Exhibit "A"

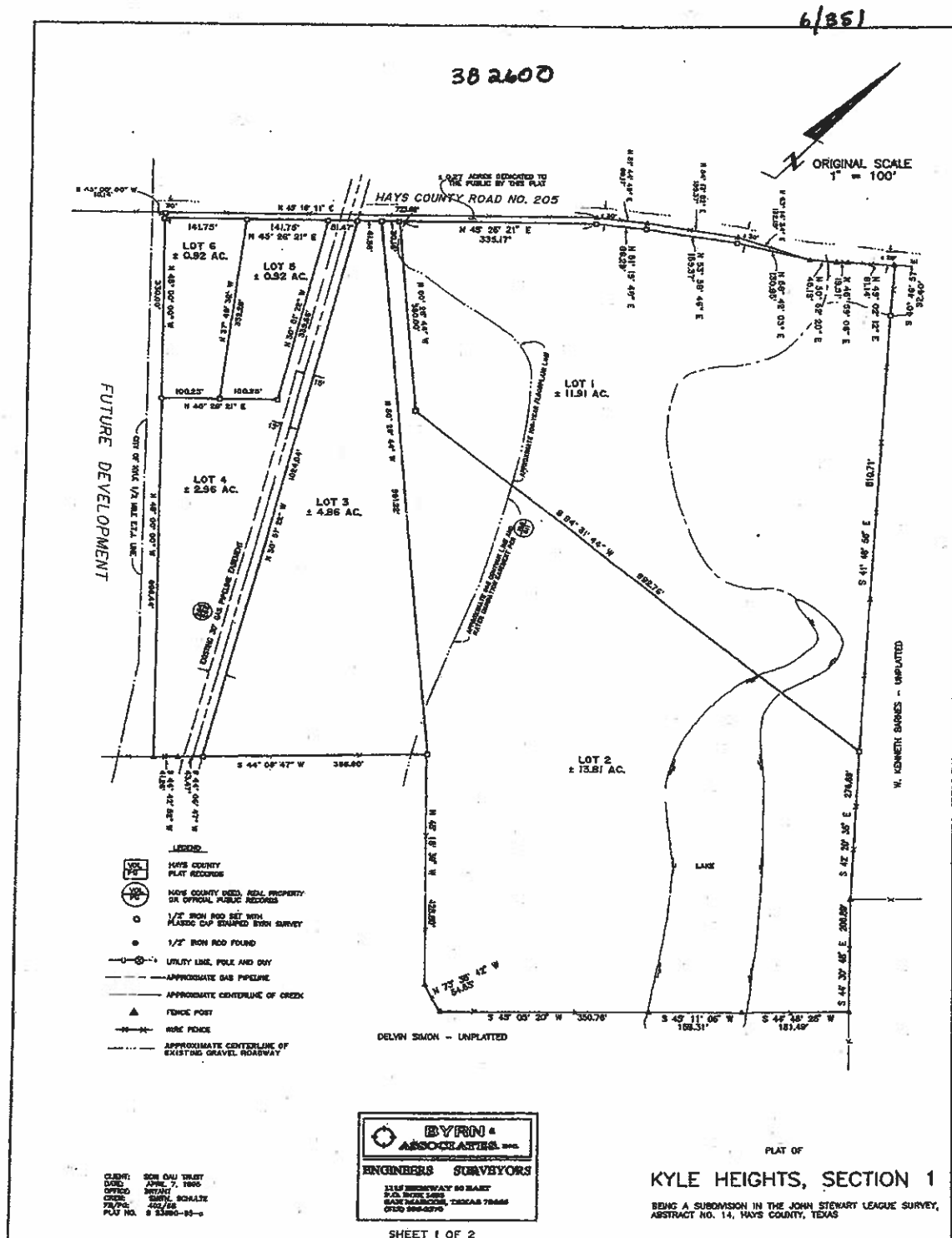
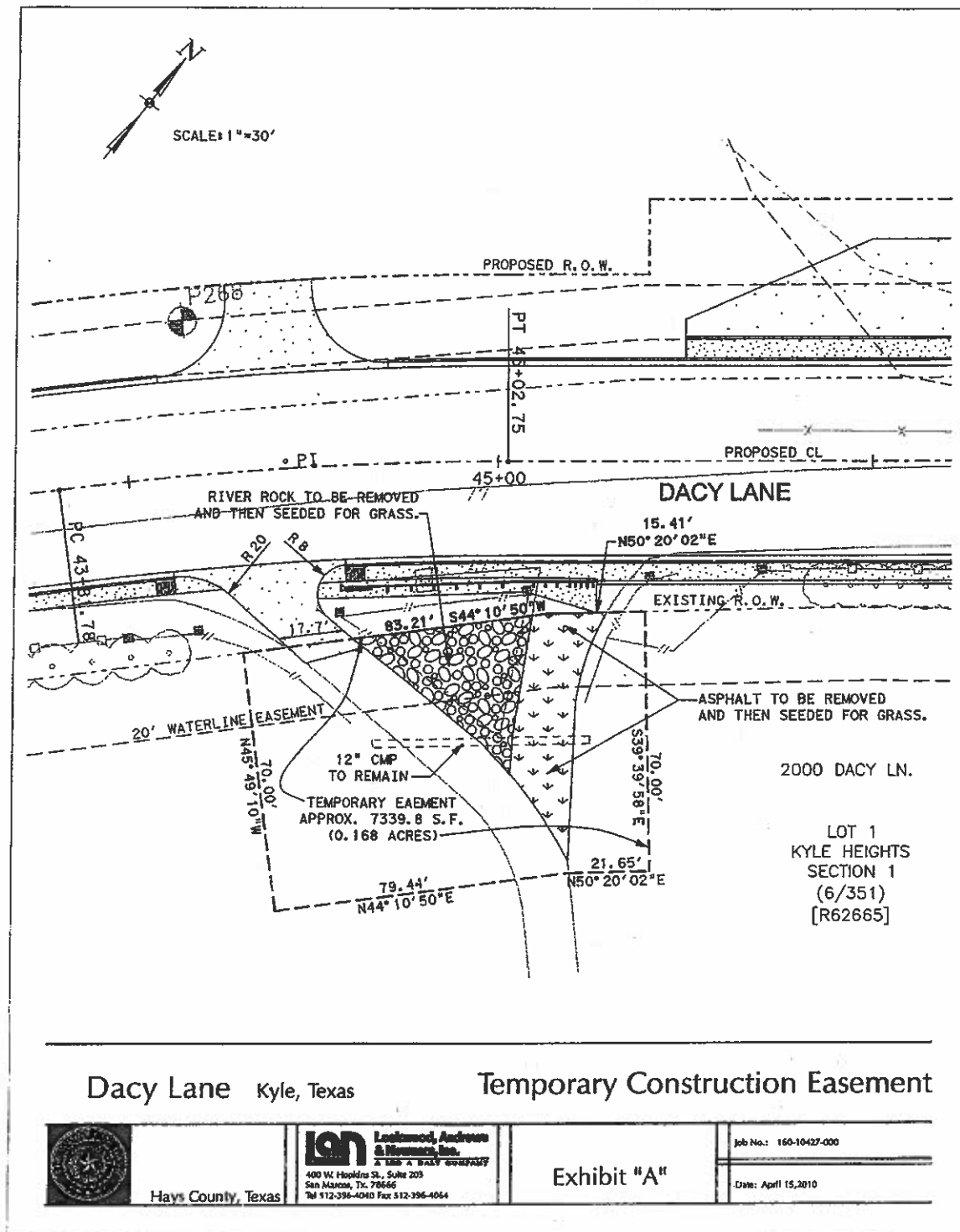


Exhibit "B"



Dacy Lane Kyle, Texas

Temporary Construction Easement

Exhibit "C"

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THAT **JEFFREY CAMPBELL, AND DENA CAMPBELL**, owners, of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantors, in hand paid by the **COUNTY OF HAYS**, State of Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day **GRANTED** and **CONVEYED**, and by these presents do **GRANT** and **CONVEY**, unto the County of Hays, State of Texas, a Temporary Construction Easement, ("Easement") to be used during the initial construction period only, upon, under and across the abutting land, to-wit:

The temporary construction easement area being described as a Twenty Five foot wide strip running parallel and adjacent to the current County right-of-way on that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, known as Lot 2, Kyle Heights, Section 1, a subdivision of record in the John Stewart League Survey, Abstract No. 14, Hays County, Texas more described in **EXHIBIT "A"**, attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said Property.

TO HAVE AND TO HOLD the same during the initial construction period to the County of Hays, it's successors and assigns, together with the right and privilege at any and all times during the initial construction period to enter said easement premises for the purposes of grading, construction, reconstruction, construction excavation, temporary access, traffic re-routing, spoil storage, equipment storage, and any and all other uses necessary or desirable to effectuate the demolition and removal of items in the right-of-way and proper grading for drainage, all upon the condition that the County of Hays will after doing any work in connection with the construction of said project repair and restore premises to a condition that existed, prior to construction to the extent such restoration is reasonably feasible.

The Temporary Construction Easement shall automatically expire upon the earlier of (a) completion of the construction of the Dacy Lane Improvement Project or (b) three (3) years from the date hereof.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Hays County, Texas.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this ____ day of _____, 2010.

GRANTORS

JEFFREY CAMPBELL

DENA CAMPBELL

ACKNOWLEDGMENTS

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Jeffrey Campbell.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Deena Campbell.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666

**REIMBURSEMENT, RELEASE, AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS AGREEMENT WITNESSETH that the undersigned **DANNY GREEN, DONNA FAY GREEN, DEDRA SHEA GREEN A.K.A. DEDRA SHEA HANVEY, STEPHEN HANVEY, ~~DENA CAMPBELL~~, ~~AND JEFFREY CAMPBELL~~** herein called Owners, whether one or more, for good and valuable consideration, agree to grant a Temporary Construction Easement (Easement) to the **COUNTY OF HAYS**, herein called the County, a political subdivision of the State of Texas, and the County agrees to use the Temporary Construction Easement for the clearing of an already existing right of way owned by the County and the closure of an existing driveway all incidental to and involving the County's renovation and upgrade of Dacy Lane (Project), subject to the terms herein stated, upon the following described real property (Property), to-wit:

DH
A.
D.G.

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A", attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said Property.

The Parties understand and agree that there shall be some collateral damages to the Property of Owner, in particular, that even though currently in the public right of way, there shall be a need to relocate seventy four (74), more or less, crepe myrtle trees and an existing fence before the use of the Easement can commence (collectively the "Damage").

The Parties understand and agree that the existing north fork of driveway, as depicted in Exhibit "A" on the Property shall be permanently removed by County and closed and Owners agree to forever release any rights that may have accrued to said driveway in consideration of the premises and promises in this Agreement (collectively the "Driveway").

The Parties understand and agree that a Temporary Construction Easement (the "Easement") is necessary and good for the purposes of the public road Project and that Owners shall grant County a Temporary Construction Easement upon, across, over and under the Property as set forth more fully in this Agreement.

The Parties further and explicitly understand and agree that the consideration to be exchanged by, through and for the purposes of this Agreement is full and complete compensation for all rights and obligations exchanged hereunder and that each party releases the other from any and all claims or causes of action, known or unknown, in connection with this Project.

THEREFORE, THIRTEEN THOUSAND THREE HUNDRED DOLLARS and no cents ~~(\$13,000.00)~~ shall be paid by the County to Owner as (1) reimbursement for the Damage caused on the Property and for which no lien, or encumbrance expressed or implied, is retained; (2) in consideration of the closure of the Driveway and the release of any rights accrued whether at law or equity; and (3) the granting of a Easement as set forth more fully in this Agreement.

546 DH
12,805.00
N.Y.
D.G.

DH
546

Owners agree to convey to the County Easement rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owners for a proportionate part of the above consideration.

Owners agree that the removal and relocation or replacement of the Damage shall be completed no later than June 1, 2010 and shall be at Owner's sole cost and expense, as the County shall have already reimbursed them for the Damage by and through this Agreement. Owners further agree that any items remaining in the Easement area after June 1, 2010 shall be considered abandoned and may be removed and discarded by County at its sole discretion.

Owners, contemporaneously with receiving the consideration recited by this Agreement shall deliver to the County a duly executed and acknowledged Temporary Construction Easement in a form and substance as the attached instrument shown as EXHIBIT "B" incorporated herein. This meeting shall be known as the "Closing".

Owners and the County will finalize the transaction by Closing on or before thirty (30) days after the effective date of this Agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon written agreement by the Owner and the County.

Owners hereby agree to comply with the terms of this Agreement, and agree that the Temporary Construction Easement to the above-described property shall be effective at the time of Closing.

The County agrees to prepare the Temporary Construction Easement for the above-described property at no expense to the Owners and to pay the closing costs, if any.

The County agrees to pay to Owners, upon delivery of the properly executed Temporary Construction Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest Owners may have.

The County agrees to remove the existing asphalt of Driveway and to restore the surface of the Easement area by filling with topsoil as needed to grade to a level similar to which existed prior to the construction, including seeding with grass, after the use of the Easement ceases.

The County agrees that its employees, agents and contractors shall be instructed to restrict all activities to the Easement area and not enter onto Owner's remainder of the property.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the County hereto with respect to said matter.

[SIGNATURES ON FOLLOWING PAGE]

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

GRANTEE:
COUNTY OF HAYS

Date: _____ By: _____
Elizabeth Sumter, County Judge

DATE 4-20-10 OWNERS: DONNA FAY GREEN
Donna Fay Green

Date: 4-21-10 SS# 1
Danny Green
DANNY GREEN

Date: 4-20-10 SS/Tax ID #: _____
Dedra Shea Green Hanvey
DEDRA SHEA GREEN AKA HANVEY
SS/Tax ID #: _____

Date: 4-20-10 SS/Tax ID #: _____
Stephen Hanvey
STEPHEN HANVEY
SS/Tax ID #: _____

Date: _____ SS/Tax ID #: _____
N/A
~~DENA CAMPBELL~~

Date: _____ SS/Tax ID #: _____
N/A
~~JEFFREY CAMPBELL~~
SS/Tax ID #: _____
N/A

Exhibit "B"

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THAT **DANNY GREEN, DONNA FAY GREEN, DEDRA SHEA GREEN A.K.A. DEDRA SHEA HANVEY, STEPHEN HANVEY, DENA CAMPBELL, AND JEFFREY CAMPBELL**, of the County of Hays, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration to Grantors, in hand paid by the **COUNTY OF HAYS**, State of Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied, is retained, has this day **GRANTED and CONVEYED**, and by these presents do **GRANT and CONVEY**, unto the County of Hays, State of Texas, a Temporary Construction Easement, ("Easement") to be used during the initial construction period only, upon, under and across the abutting land, to-wit

The temporary construction easement area being described as all that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas described on **EXHIBIT "A"** attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

TO HAVE AND TO HOLD the same during the initial construction period to the County of Hays, it's successors and assigns, together with the right and privilege at any and all times during the initial construction period to enter said easement premises for the purposes of construction, reconstruction, construction excavation, temporary access, traffic re-routing, spoil storage, equipment storage, and any and all other uses necessary or desirable to effectuate the demolition and removal of a driveway and the construction of a bridge crash cushion and guardrail all upon the condition that the County of Hays will after doing any work in connection with the construction of said project repair and restore premises to a condition that existed, prior to construction to the extent such restoration is reasonably feasible, except the driveway, which is released by Grantor and is to be closed forever.

The Temporary Construction Easement shall automatically expire upon the earlier of (a) completion of the construction of the waterline and wastewater line project or (b) three (3) years from the date hereof.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described Easement and rights unto the said Grantee, its successors and assigns, against every persons whomsoever lawfully claiming or to claim the same or any part thereof. This Easement is made and accepted subject to all easements, restrictions and other matters of record in the Real Property Records of Hays County, Texas.

IN WITNESS HEREOF, Grantors have caused this instrument to be executed on this ____ day of _____, 2010.

[SIGNATURES ON FOLLOWING PAGES]

GRANTORS
DRAFT

DANNY GREEN

DRAFT

DEDRA SHEA GREEN AKA HANVEY

DRAFT

STEPHEN HANVEY

DRAFT

DENA CAMPBELL

DRAFT

JEFFREY CAMPBELL

ACKNOWLEDGMENTS

THE STATE OF TEXAS

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§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this the _____ day of _____, 2010 by
Danny Green.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this the _____ day of _____, 2010 by
Dedra Shea Green aka Dedra Shea Hanvey.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2010 by
Stephen Hanvey.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2010 by
Deena Campbell.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This instrument was acknowledged before me on this the _____ day of _____, 2010 by
Jeffrey Campbell.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Lockwood, Andrews & Newnam
400 W. Hopkins, Suite 203
San Marcos, TX 78666

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the purchase of Digital Health Department Express for the Development Services Division, authorizing the Judge to execute a contract for such services, and amending the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$20,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 01-710-08.5021 (Staff Salaries) to 01-710-08.5448 (Contract Services)

REQUESTED BY: Lisa A. Wright, Deputy Director of Development Services/Senior Planner

SPONSORED BY: Elizabeth Sumter, County Judge

SUMMARY:

Background: Hays County Development Services currently uses a software program called SAFE to manage its daily workflow for inspections and permits; however, this software is Microsoft Access-based and requires a great deal of hard-drive space for the storage of data. Additionally, some staff members must regularly arrive at work at 7:00 a.m. or stay until 6:00 p.m. to download septic system contract data because no one else can be logged into the system at the same time this function is being performed. There is also a lack of flexibility built into the software to allow staff to make adjustments to processes or forms without contacting the software consultant. Although the software itself is inexpensive, a great deal of staff time is being used to use and maintain the system because of its inflexibility and the lack of speed of the system (the amount of data stored on the hard-drive is significant and is causing the hard-drive to move slowly). Additionally, any technical support or maintenance needed to customize the system for Hays County's specific needs is on a fee basis, so very little customizing of the system has ever taken place over the years.

The staff has researched several software systems which provide greater flexibility and will expand what information is maintained and managed by the software, making the Division more efficient and allowing us to significantly cut down on the amount of comp time worked. The Division is already having difficulty functioning at the current staffing level in the area responsible for maintaining septic system contracts and inspections, and if the existing software is continued to be used, there will be a need for an additional administrative staff member to assist. Additionally, a new hard drive will be required to hold the large amounts of data because the existing hard drive is near full. The software proposed for purchase is entirely web-based, and all data is hosted by Garrison Enterprises, so no additional hardware, including computer upgrades, is needed.

Related Activities and Expenses: Configuration and implementation of the software will cost \$9,500.00, and the annual cost for unlimited maintenance, data hosting (no storage or bandwidth limitations), technical support, and the ability to modify the system is \$10,500.00.

Sufficient departmental funding is available; however, there is a need to transfer \$20,000.00 from Staff Salaries (5021) to Contract Services (5448). The Staff Salaries account has additional funding because of the elimination of a Sanitarian position in the budget earlier this year. \$9,500.00 is due upon contract signing, and the annual maintenance fee is due upon completion of implementation.

Attachments: Proposal and Contract from Garrison Enterprises. The Contract is for a three-year term; however, it can be canceled by Hays County at any time if funds are no longer made available to the Division.



A Division of Garrison Enterprises, Inc.

Proprietary information – not for public release

PO Box 690426
Charlotte, NC 28227

Phone: (704) 285-7532
Fax: (704) 569-8447

Page 1 of 3

April 15, 2010

Ms. Lisa Wright
Deputy Director / Senior Planner
Hays County Development Services
1251 Civic Center Loop
San Marcos, TX 78666
(512) 393-2185 / lisa.wright@co.hays.tx.us

DHD Express – System Proposal
HAYS-TX-002

Ms. Wright:

Thank you for your proposal request and for your interest in the Digital Health Department (DHD). This document is a proposal for services for the Hays County Environmental Health Department. Following is an outline of the configured Digital Health Department Express system and the associated services that Garrison Enterprises Inc. is offering to your department.

Garrison Enterprises specializes in the development of affordable web-based solutions for environmental health departments. Our company has spent five years and several million dollars developing an economic, efficient system that allows health specialists to combine all the functions of their department in a single web-based platform. Regardless of what programs or inspections a department may perform, the Digital Health Department offers a single solution. It also can provide the public access to public records online 24 hours a day, 7 days a week through a state of the art website. This system requires no purchase of hardware or software; all that is needed is Internet access.

Digital Health Department System

The DHD Express Internet-based application for the Hays County Environmental Health Department will incorporate the following program areas:

- Food Establishments
- Daycares and Schools
- On-Site Sewage Facilities
- Floodplain
- Vector (Mosquito Samples)
- Environmental Enforcement
- Building Inspection Tracking

Garrison Enterprises will work with the health department to configure the features of the system to accommodate the department's policies and data gathering practices. The final system will include the following features for each program listed above:



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PO Box 690426
Charlotte, NC 28227

Phone: (704) 285-7532
Fax: (704) 569-8447

Page 2 of 3

April 15, 2010

- An all-in-one solution for handling inspection data that allows the effortless entry of an entire inspection or permit into the system, including comments, full attachments such as digital photos, and other information the health department may wish to track. Inspection tools will also allow for the scheduling of inspections, including email alerts notifying inspectors of upcoming appointments or due dates.
- A version of the Digital Health Department for laptops or tablets, allowing inspectors to enter information and perform inspections in the field. The devices will automatically transmit data to the main system without any additional data entry. (Handheld and/or laptop hardware and wireless or other Internet connection is the client's responsibility.)
- An extensive back-end web-based database that allows full control of and access to all entered records with the click of a mouse. The internal portion of the system will allow the health department to digitally archive and track all inspections and permits. The staff can run queries, reports, and breakdowns on that data. For example, the system can report instantaneously the most common health violation in any program or in any establishment for any time period.
- Complaint Module. The DHD system will implement any state complaint forms currently in use. It will allow complaints to be input into the system and tracked to insure compliance.
- Ability to generate renewal notices or bills. The DHD system allows for built-in templates that allow the client to generate letters or invoices to facilities or the public.
- Data conversion from existing systems. Garrison Enterprises Inc. will convert any data contained in the health department's existing digital database into DHD. The data conversion does not include conversion and data entry from manual hard copies.
- Unlimited technical support to the client's staff. In the event that any of the users or staff may need assistance with the system, Garrison Enterprises offers full technical support for no additional fee. This support is available both by phone and live online with a Garrison Enterprises representative during normal business hours (Eastern Time).
- Full hosting and infrastructure support to handle this system and associated Internet traffic without any additional equipment or expense to the client. Garrison Enterprises will be responsible for the support and maintenance of the DHD system and its functionality and reliability at all times.



A Division of Garrison Enterprises, Inc.

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PO Box 690426
Charlotte, NC 28227

Phone: (704) 285-7532
Fax: (704) 569-8447

Page 3 of 3

April 15, 2010

- Unlike the typical setup of software packages, your department can have unlimited user access to the database from any computer in the world that has Internet access. There are no user license fees or restrictions on the department's access to the system.
- Ability to add additional programs, areas, and government agencies. The DHD application is constructed to allow for the unlimited integration of other programs, systems, or agencies into the web-based platform DHD provides. These additions will be considered and priced separately as the need arises.

Pricing

ALL Program Areas listed on Page 1 above

| | |
|--|-------------|
| Configuration and implementation of the entire system programs as listed above | \$9,500.00 |
| Staff and user training | NO CHARGE |
| Annual cost for unlimited maintenance, data hosting (no storage or bandwidth limitations), technical support, and the ability to modify the system | \$10,500.00 |

Timeline

Garrison Enterprises Inc. expects to have your system in full working order and ready for use within 180 business days of a binding contract. If you have any questions or need to speak with any member of our staff regarding this proposal or the system please contact us directly at (704) 285-7532. We look forward to working with your agency to provide improved efficiency and a better informed public.

This proposal and associated prices represent an accurate estimation, to the best of Garrison Enterprises Inc.'s knowledge, as of April 15, 2010. Actual contract price may vary based on additional features or functionality added to the system or requested at time of contract. Final price will be based on statement of work and full contract with Garrison Enterprises Inc. 50% of configuration and implementation price plus first year maintenance fee required on contract execution. This proposal is valid for 90 days.

Regards,

A handwritten signature in black ink, appearing to read 'Cameron Garrison'.

Cameron Garrison, CEO
Garrison Enterprises, Inc.

HAYS COUNTY DEVELOPMENT SERVICES, STATE OF TEXAS

CONTRACT #: 001-43-HAYS-10-0100-0001

CONTRACT FOR SERVICES

GENERAL DESCRIPTION

This Contract made and entered into as of the 1st day of June, 2010, by and between the Hays County Development Services, with offices located at 1251 Civic Center Loop, San Marcos, Texas, 78666, hereinafter referred to as Client, and Garrison Enterprises, Inc., with offices at 7500 E Independence Blvd, Ste 105, Charlotte, NC 28227, hereinafter referred to as GEI.

Execution Date: 06/01/2010

Term of Agreement: 06/01/2010 – 12/31/2013

Maximum Amount Payable: \$41,000.00

For the purpose and subject to the terms and conditions hereinafter set forth, Client hereby retains GEI to provide the following services:

Design, development, and maintenance of the customized version of the Digital Health Department for Client.

In performing the services required under this Contract, neither the Client nor GEI will discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. Neither the Client nor GEI will engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant by either party may be regarded as a default of the Contract.

SECTION I: RESPONSIBILITIES

- A. GEI agrees to use the funds appropriated by the Client for the design, development, and maintenance of The Digital Health Department (DHD) system, hereinafter referred to as Client System.
- B. Client agrees to make the payment for services up to \$41,000.00 provided in accordance with Attachments A through D and Attachment P.

SECTION II: CONDITIONS OF PAYMENT

- A. GEI will provide design, development, and maintenance services for the Client System as described in Attachments A through D from 06/01/2010 through 12/31/2013.
- B. Client will judge that the services were complete and acceptable. If the services were not accepted, Client shall specify the nature and scope of the deficiencies in the services. The failure of Client to provide such notice of rejection within twenty-five (25) days of receipt of the service shall constitute acceptance by Client of the said service, unless otherwise agreed to by both parties in writing.

SECTION III: CONDITIONS AND METHOD OF PAYMENT

- A. GEI will submit to the Client Director or his/her designee, a written invoice for payment based upon the design, development, and/or maintenance services performed and outlined in this contract.
- B. Payment is to occur within thirty (30) days after the invoice is received by Client following the approval of the invoice by the Client Director or his designee. The approval may be delayed if inappropriate documentation is received or if testing of the services does not meet specifications.
- C. The maximum amount payable under the terms of this Contract is \$41,000.00.

SECTION IV: MISCELLANEOUS PROVISIONS

- A. Upon request, GEI will make available to Client relevant accounting records for purpose of audit.

HAYS COUNTY DEVELOPMENT SERVICES, STATE OF TEXAS

CONTRACT #: 001-43-HAYS-10-0100-0001

- B. The officers, employees, subcontractors, agents and all personnel of GEI are not officers, employees, subcontractors, or agents of Client. GEI is an independent contractor of Client. GEI further agrees that it and its officers, employees, subcontractors, and agents shall obey all State and Federal statutes, rules and regulations pertaining to their operation. GEI hereby releases Client and states that each commissioner, officer, and employee of Client shall not be liable for, and agrees to hold harmless and indemnify Client and each commissioner, officer or employee thereof, from any liabilities, obligations, claims, damages (including but not limited to any civil or criminal penalties, and the repayment of any funds which an audit might disclose are due to be repaid to the State or Federal government or to the agencies of either), litigation costs and expenses (including attorney's fees and expenses) imposed on, incurred by or asserted against Client or any commissioner, officer, or employee thereof for any reason whatsoever (including but not limited to accident or death, sickness or disease to any person or damage or destruction of property) pertaining to the services performed by GEI under this Contract up to the amount of this Contract.

SECTION V: INSURANCE REQUIREMENTS

- A. GEI shall take out and maintain insurance as listed below from a company, which is acceptable to the Client and is authorized to do business in the State of STATE.
- B. Comprehensive General Liability
Bodily Injury and Property Damage Liability Insurance as shall protect GEI from claims of Bodily Injury or Property Damage, which may arise from operations under this Contract. The amounts of such insurance shall not be less than \$1,000,000.00 Bodily Injury Liability each occurrence/aggregate and \$1,000,000.00 Property Damage Liability each occurrence/aggregate. This insurance shall include coverage for contractual liability assumed under indemnity provision of this Contract and personal injury liability hazards, A, B, and C.
- C. Automobile Liability
Automobile Bodily Injury and Property Damage Liability covering non-owned and hired automobiles for limits of not less than \$1,000,000.00 each person, \$1,000,000.00 each occurrence Bodily Injury Liability and \$1,000,000.00 each occurrence Property Damage Liability.
- D. Worker's Compensation and Occupational Disease Insurance:
Meeting the Statutory requirements of the State of North Carolina and Employer's Liability Insurance for an amount of not less than \$100,000.00.
- E. Certificates of Insurance:
Certificates of such insurance shall be furnished to Client upon request.

SECTION VI: DEFINITIONS AND WARRANTIES

- A. Material breach is defined as GEI becoming insolvent as a company and failing to procure a suitable successor to honor this Contract and the responsibilities outlined herein, or a willful failure to comply with the terms of this Contract.
- B. Willful is defined as GEI not meeting any requirement as outlined in this Contract and deliberately refusing to work with Client to resolve such a dispute or breach in a timely fashion. In the event that there is believed to be a material breach of contract Client shall notify GEI in writing. GEI shall have 60 working days from receipt of notice to address the notification and all issues therein. In the event that an agreement cannot be reached, both parties agree to be bound by the laws of Texas to resolve such a dispute.
- C. Working day is defined as any week day, Monday through Friday, which Garrison Enterprises and Client are open for business and fully staffed and operational, with the exception of federal holidays.
- D. The code and system being provided to Client is only for use by Client and in no way transfers ownership, resale or other use rights to Client except for the express purpose as outlined in this Contract. Client warrants neither that Client, nor any member of Client staff shall disclose any proprietary information they may come in receipt of through its use of the Client System. All applicable copyright and infringement laws apply to any violation of this licensing agreement.

HAYS COUNTY DEVELOPMENT SERVICES, STATE OF TEXAS

CONTRACT #: 001-43-HAYS-10-0100-0001

SECTION VII: DISCLAIMERS

A. Disclaimer of Actions Caused by and/or Under the Control of Third Parties

GEI cannot and does not control the flow of information to or from GEI's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet (or portions thereof). GEI cannot guarantee that such events will not occur. Accordingly, GEI disclaims any and all liability resulting from or related to such events.

B. Security disclaimer

GEI takes every reasonable precaution to ensure the security of its clients' data. It is not possible to guarantee 100% security against all eventualities. GEI accepts responsibility for any data loss or damage that occurs as a direct result of GEI's negligence or failure to comply with any standard security procedures, guidelines or technology currently recognized as industry standard (defined as deploying standard critical OS or database patches and software upgrades). In addition to all other security measures on the DHD network, 128-bit SSL encryption will be used on any sensitive data, such as usernames and passwords, personal client data or any information that would not fall under public records laws.

SECTION VIII: TERMINATION

This Contract may be terminated, in whole or in any part by Client in the event funds are no longer available to allow for the purchase of the services. The obligations of each party shall be terminated, to the extent specified in the notice of termination, upon receipt of the notice of termination from Client. Notice of non-availability of funds will be provided as early as possible. Client will be expected to pay GEI for all services rendered up to and including the date of termination.

SECTION IX: MISCELLANEOUS TERMS AND CONDITIONS

A. Customization/Configuration

1. Services and Specifications

GEI agrees to perform and provide services to Client as outlined in Contract. GEI shall use its reasonable commercial efforts to create the Configured/Customized Site in accordance with the specifications detailed in Attachments A through P. Client agrees that GEI is not responsible for providing any Site Configuration or Customization Services not specifically detailed in Attachments A through P.

2. GEI Content

The Configured/Customized Site shall incorporate certain materials provided by GEI which include, without limitation, computer software (in object or source code form), script, programming code, data, information, HTML code, trademarks, images, illustrations, graphics, multimedia files and/or text ("GEI Content").

3. Client Content

The Customized Site shall also incorporate the materials, if any, provided by Client, including without limitation, trade or service marks, images, illustrations, graphics, multimedia files and/or text ("Client Content"), provided that Client delivers such Content to GEI promptly and in such media and/or electronic file format designated by GEI.

B. License

1. License

Subject to the terms and conditions of this Contract, GEI grants Client a limited, nontransferable, nonexclusive license to use the computer web-based applications and user documentation provided through this Contract, including any updates thereto (the "Application").

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2. Password Access

GEI shall issue authorized employees and agents of Client a user authorization device (Password) which will permit access to and use of the Client System. Title to each Password shall remain with GEI. GEI may terminate any and all Passwords in the event of the termination of or any uncured breach of this Agreement. GEI may also terminate a Password in the event that GEI reasonably believes that such Password is being used other than in accordance with this Contract. Client agrees that all Passwords shall remain confidential and shall be used only by the employees or agents to whom they have been assigned. Client shall notify GEI immediately in the event Client has reason to believe that the confidentiality of any Password may have been compromised and shall take all action reasonably necessary to stop any unauthorized use of the Password or access to or use of the Client System. To be considered an authorized user (Authorized User), an individual must have been assigned a Password and must be using the Client System in accordance with this Contract.

3. Additional Restrictions

In addition to the restrictions on use set forth in section IX.B.2, Client agrees that it shall not:

- a. Use the Client System to provide services under any name other than that of Client
- b. Use the Client System to process the data of third parties without GEI's prior written consent
- c. Use the Client System in the operation of a service bureau
- d. Modify or change the Client System
- e. Decompile, disassemble or otherwise reverse engineer the application.
- f. Client further agrees that the Client System is proprietary to GEI and agrees to protect the confidentiality of the Client System. Client, its agents and its employees shall not use, disclose or otherwise communicate any information with respect to the Client System, including but not limited to its functionality, which might enable the copying of all or any portion of the Client System. Client agrees to take all necessary action to protect the confidentiality of all Passwords and Client System, including appropriate instructions to and agreements with its employees and agents.

4. Title

Client agrees that GEI owns all copyright, trade secret, patent, trademark, and other proprietary rights in and to the Client System, including all modifications thereto.

5. Proprietary Rights

a. GEI Ownership

Exclusive of Client content, GEI shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client System, in the Configured/Customized Site, and in any GEI content, including but not limited to all legally protectable elements, or derivative works thereto, whether or not paid for wholly or in part by Client, whether or not developed in conjunction with Client, and whether or not developed by GEI, Client or any contractor, subcontractor or agent for GEI or Client. To the extent that ownership of any of the foregoing does not automatically vest in GEI by virtue of this Contract or otherwise, Client agrees to transfer and assign to GEI all rights, title and interest in the Client System, Configured/Customized Site, GEI Content and/or protectable elements or derivative works thereof.

b. Client Ownership

Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client content.

c. Proprietary Notices

GEI may place copyright and/or proprietary notices, including hypertext links, within the GEI content as incorporated within and on the Configured/Customized Site. Client may not alter or remove such notices without GEI's written permission.

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d. Limitations

Client shall not provide to GEI any Client content that may be defamatory, or that actually or potentially infringes or misappropriates the copyright, trademark, or proprietary or intellectual property right of any person.

6. Future Options

Discontinue Use of System: If at the end of the contract period, the Client decides to no longer pursue the DHD system, GEI will release data contained in Client System with no further obligation to Client.

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Attachment A

DESCRIPTION OF SERVICES

Application: A configured version of the Digital Health Department Internet application for the Client programs listed in Attachment B.

Inspections: A solution for handling inspection data that allows Client Authorized Users enter permits and inspections into the Client System along with comments, full attachments such as digital photos, and any other information necessary to include.

Inspection Scheduling: Inspection tools that schedules inspections and sends email alerts notifying inspectors of upcoming appointments and due dates. The alerts and scheduling functions will be configured according to the Client business practices.

Field Client: GEI will provide a scaled-down version of the Client System for laptop or tablet computers, allowing Client Authorized Users to enter information and perform inspections in the field. The devices will automatically transmit data to the main Client System without any additional data entry the next time an Internet connection is established. Handheld and/or laptop computer hardware and wireless or other Internet connection in the field is the responsibility of the Client.

Reporting and Analysis: Client has full control of and access to all data entered into Client System. Client is able to digitally archive and track all inspection and establishment records, and is able to report on the data using an integrated Reporting Tool from the Client System.

Complaint Module: Client System will include an integrated Complaint Module that will include existing Client forms and business processes, and complaint investigations can be tracked to insure compliance. Client can choose to make online complaint submission available to Public Users. Client System will auto-generate alerts to appropriate Client Staff when a complaint is entered into the system via the Public Access Portal.

Financial Module: Client System will include a module to track fees, payments, and receipts. The Financial Module will include functionality to generate annual and/or quarterly renewal notices and invoices for all programs included in Attachment B.

Data Import: GEI will import any data extracted from legacy client applications into the Client System, provided the data is in an industry-standard format (i.e. SQL, .txt, MS Excel, MS Access, XML) and includes a data map. If Client is unable to produce data in one of the formats mentioned, GEI staff will work with client to extract data and create a data map. These services may result in additional fees to the client, and will be evaluated and quoted on a case-by-case basis. GEI will not perform any billable work without a written quotation to the client and an amendment or modification to this Agreement.

Technical Support: GEI will provide Client System Administrators with unlimited technical support. This support is available both by phone and live online with a GEI representative during normal working days from 8:00 AM – 6:00 PM Eastern Standard Time. Client Users experiencing issues with the System will be required to contact the Client System Administrator(s) for assistance. If the Client System Administrator is unable to resolve the User issue, the Client System Administrator will contact GEI for support.

Data Hosting: GEI will provide full data hosting and infrastructure support for Client System as well as associated Internet traffic, without additional equipment or expense to Client. GEI is responsible for the support and maintenance of the Client System's functionality and reliability at all times (see Attachment C).

License Fees: GEI grants Client Authorized Users unlimited access to Client System and database from any computer in the world that has Internet access. There are no license fees or restrictions on Client's access to Client System.

Additional Modules: Client System will be constructed to accommodate additional programs and modules after the initial development phase. Client requests for additional programs and modules will be evaluated on a case by case basis and may result in additional fees to the Client. GEI will not perform any billable work without a written quotation to the client and an amendment or modification to this Agreement.

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ATTACHMENT B

Client System Programs

1. Food Establishments
 - a. Permanent food facility permits
 - b. Owner Information
 - c. Food Service Managers
 - d. Temporary Events
2. Daycares and Schools
 - a. Permanent facility permits
 - b. Owner Information
3. On-Site Sewage Facilities
 - a. OSS permits
 - b. Owner information
4. Floodplain
 - a. Property records
5. Vector (Mosquito Samples)
 - a. Sample records
6. Enforcements
 - a. Enforcement records on permitted and non-permitted facilities
7. Building Inspection Tracking
 - a. Building Permits
 - b. Building Inspections
8. Complaints
 - a. Food and FBI complaints using standard CDC complaint form
 - b. Complaints related to permitted establishments
 - c. Complaints related to non-permitted establishments/individuals
9. Inspections
 - a. Inspections on permitted facilities
 - b. Inspections on complaints
 - c. Inspector scheduling
10. Time and Activity Manager
 - a. Tracks inspector based on system activity
11. Financial Module
 - a. Bulk permit renewal invoices
 - b. Payment receipts
 - c. Fee schedule
 - d. Late Fee Tier Manager

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12. Reporting and Analysis
 - a. Common Violation Report
 - b. Scheduling and Workload (non-complaint)
 - c. Complaint Summary
 - d. Permit Summary
 - e. Daily Cash Drawer
 - f. Aging Report
13. Printable Forms (20 total forms)
 - a. Any combination of:
 - i. Permits
 - ii. Invoices
 - iii. Inspections
 - iv. Embargoes
 - v. Closures
 - vi. Notices of Violations

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ATTACHMENT C

Standard for Service

GEI offers the following levels of service to ensure maximum availability and performance. The GEI 99.99% uptime guarantee sets standards for service in these critical areas:

A. Network Availability

Network uptime occurs when the functionality of all GEI network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the GEI servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The GEI network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and GEI. Should a network outage occur that results in Client system unavailability, GEI will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

B. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a GEI server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the GEI server comes back on line. GEI critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, GEI will credit the Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

C. Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the GEI server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, GEI will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

D. Maintenance and escalation (scheduled and unscheduled)

GEI will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, GEI will immediately notify Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the GEI Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Vice President of Information Technology. Any outage lasting four (4) or more hours is escalated to the GEI CEO.

Should the outage last more than four (4) hours GEI will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

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E. Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST with the exception of federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

F. Additional Services

1. Hosting of Client data
2. Technical support to staff in accordance with GEI's established maintenance policy
3. Changes or additions to Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.
4. Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case by case basis, and scheduled for completion based on priority. See Attachment D for more details.
5. Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the offline version, or Field Client.

G. Exceptions

Clients with delinquent accounts may not take advantage of our uptime guarantee. All credits must be requested by the Client within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

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ATTACHMENT D

Issue Tracker and Maintenance Policy

Once the basic system functionality has been in use by Client for 120 days after Phase 1 Client System Go-Live, GEI will review Client suggestions for feasibility and contract scope. Changes and requests will be made by and through the Client System Administrator only. Other users requiring system changes or technical support directly from GEI will be directed to Client System Administrator or another member of the Client project team.

A. Critical System Bugs

1. Critical System Bugs are defined as:
 - a. Any bug that creates a Client work stoppage
 - b. A problem with the system that affects the Client's ability to use the system
 - c. A problem with the system that prevents the Client from doing business
 - d. A problem with the system that prevents the Client from submitting data to the Client System
2. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When a bug is reported, it will be verified by GEI, acknowledged, and typically resolved within twenty-four (24) hours. If a critical bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours.
3. If the Client reports an issue as a Critical Bug, GEI staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, GEI will update the issue status and assign it to a Work Order.

B. Escalated Issues

1. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only GEI staff is able to Escalate Issues.
2. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.
3. The types of issues that can be moved to Escalated status:
 - a. Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,
 - b. Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as changes regarding permit renewals, licensing, or billing,
 - c. Any issue that is not Work Stoppage that needs to be corrected immediately

C. Other Issues

1. All other issues are defined as all issues that do not meet the qualifications of a Critical System Bug or an Escalated Issue, i.e. system glitches, errors messages, change requests, report requests, and feature requests. These issues will be grouped into Work Orders, which are handled according to Client-assigned priority.

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D. Work Orders

1. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by GEI staff and approved by the Client. Work Orders will contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 business days to review, test, and accept the Work Order by Client signature, or reject the changes. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is thirty (30) to sixty (60) business days.

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ATTACHMENT P

Conditions of Payment

Pricing and Payment Information

GEI agrees to enter into a Contract with Client that begins 06/01/2010, and extends through 12/31/2013 or the 4th anniversary of system go-live, whichever is later. GEI agrees to design and develop Client System according to Attachments A through D and provide non-transferable license, data hosting, and maintenance services as described in Attachments A through D beginning 06/01/2010. During this period Client agrees to actively work with GEI providing feedback, input, and assistance on improvements and other development aspects of the Client System.

Cost Summary

Base Setup Fee **\$9,500.00**

Configured DHD system for Client as specified in Attachments A and B.

Non-transferable License and Maintenance Fee 3 years @ \$10,500/year **\$31,500.00**

Non-transferable, unlimited user license fee, including system warranty, Client data hosting services, Client system updates, and technical support for three (3) years. After the initial contract period, Client will have 30 days to notify GEI in writing of its intentions either to exercise a renewal option or to terminate this service.

Maximum Contract Amount (not to exceed) **\$41,000.00**

PAYMENT MILESTONES

| MILESTONE | AMOUNT |
|--|-------------|
| 100% of base setup fee due on contract execution | \$9,500.00 |
| Year 1 License and Maintenance Fee due on system go-live | \$10,500.00 |
| Year 2 License and Maintenance Fee due on first anniversary of system go-live | \$10,500.00 |
| Year 3 License and Maintenance Fee due on second anniversary of system go-live | \$10,500.00 |

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ATTACHMENT S

Contract Signatures

Authorized Signature
GARRISON ENTERPRISES, INC.

Date

Cameron Garrison
Name (Printed)

CEO, Garrison Enterprises Inc.
Title

56-2205688
GEI's EIN

Authorized Signature
CLIENT

Date

Name (Printed)

Title

Authorized Signature
CLIENT

Date

Name (Printed)

Title

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

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: Presentation of HCSSTF to update the court of their annual business.

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Stephen Marlow

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Mr. Marlow would like to update the court on HCSSTF annual business. Give a presentation of the land evaluation and recommendations. Texas Parks and Wildlife will make comments and make commitments. The court will be able to ask questions.

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: Presentation – discussion and possible action with Mission Critical Partners, Inc. on options for a centralized dispatch center for emergency services in Hays County.

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

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

PREFERRED MEETING DATE REQUESTED: May 18, 2010

AMOUNT REQUIRED: \$ 50,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5399

REQUESTED BY: Technical Committee/Centralized Dispatch Center

SPONSORED BY: Commissioner Will Conley

SUMMARY:

The Technical Committee was given a presentation of a business plan by Mission Critical Partners, Inc. The Committee has agreed and recommended to move forward with Mission Critical Partners, Inc. in developing a plan for a centralized dispatch center in Hays County. I would like to get guidance from the Court as to how we should proceed with an appropriate break-down of jurisdiction of entities as it pertains to the cost of the study.

Mission Critical Partner, Inc., a Public Safety Consulting Firm has put together a PSAP Consolidation Assessment proposal for Hays County. This proposal includes the following:

- Approach – develop a plan with Hays County by listening and understanding the formal and informal influences upon the public safety program
- Task 1 – Determine the optimal operations configuration of the joint dispatch center for the project group.
- Task 2 – Conduct a thorough assessment of staffing requirements for the most effective and cost efficient operation of a join dispatch center.
- Task 3 – Determine the operational and financial opportunities, as well as any negative aspects of becoming a single, larger, PSAP
- Task 4 – Systems Study (CAD, radio, logging systems, etc.)
- Deliverable – A draft and final report with recommendations based on the observations and findings of MCP staff and the collaborative exchange of information from the 9-1-1 Review Committee and other stakeholders.