

**Commissioners Court - July 26, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **26th day of July, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

CONSENT ITEMS

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

1	3	Approve payments of county invoices. HERZOG
2	4-10	Approve Commissioners Court Minutes of July 19, 2011. COBB/GONZALEZ
3	11-15	Approve renewal of the rental agreement between DPS (Department of Public Safety) and Applied Concepts Inc. (ACI) for the Stalker Radar Equipment and authorize County Judge to execute same. COBB
4	16-18	Approve Out of State Training Travel Request for Angelo Floiran in the Sheriff's Office. INGALSBE
5	19-20	Authorize auction sale of vehicles, small office building, and fencing no longer in use by the Sheriff's Department with Rene Bates Auctioneers. COBB/HERZOG/MAIORKA/CUTLER
6	21-22	Approve award of Bid #2011-B06 "Cemetery Maintenance" to Dripping Springs Lawn. COBB/HERZOG/BORCHERDING
7	23-26	Approve movement of funds budgeted in Compliance Administration to County Court-at-Law #2 for collection specialist position. COBB
8	27-29	Amend the Veteran's Services Office budget to allocate matching funds for the TxDOT Section 5310 (Maintenance) grant for vehicles and authorize the purchase of two Automatic External Defibrillators for placement in vehicles from these funds. INGALSBE/PRATHER
9	30-32	Amend Juvenile Probation TJPC X Grant budget to use savings in general supplies to purchase an Aver Vision 300AF+ document camera for the GED program. INGALSBE/WILLIAMS

ACTION ITEMS

SUBDIVISIONS

10	33-35	11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (6 lots). Discussion and possible action to approve preliminary plan; call for public hearing August 23, 2011. WHISENANT/BOTKIN
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MISCELLANEOUS

11	36-57	Discussion and possible action to authorize payment of the following invoices for the Hays County Juvenile Center: \$1,205.15 & \$514.82 to Clifford Power Systems; \$334.84 to Flowers Baking CO., \$1,816.65 & \$1,604.94 to Labatt Food Service, and \$503.37 to Avatt Services. COBB/LITTLEJOHN
12	58	Discussion and possible action to authorize completion of design for RM 967 at Ruby Ranch Road and let the project for construction. JONES

13	59-70	Discussion and possible action to authorize the County Judge to execute a Master Services Agreement between Hays County and Securus Technologies, Inc. for the implementation of inmate-related applications. COBB/CUTLER
14	71-73	Discussion and possible action to authorize the County Judge to execute an Amendment to the real property lease between SM Leasing, Inc. and Hays County, related to space for the Maintenance Department. COBB/KENNEDY
15	74	Discussion and possible action to authorize the County Judge to execute an Amendment to the Funding Agreement between Hays County and LBJ Museum of San Marcos, Inc. INGALSBE/CONLEY/KENNEDY
16	75-77	Discussion and possible action to provide funds for a 1999 Tahoe donated from the City of San Marcos to Hays County Constable Pct 3, in which to install a LCRA radio and graphics. CONLEY
17	78-79	Discussion and possible action to update the Commissioners Court and staff on the status of the submittal of an application for CAMPO funding for improvements to IH-35 at Robert S. Light Boulevard and to secure a financial commitment from the County for local match to be used for early engineering and environmental costs. JONES

EXECUTIVE SESSIONS

The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

18	80	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. COBB/KENNEDY
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STANDING AGENDA ITEMS

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

19	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
20	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
21	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
22	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
23	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 22nd day of July, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

CHECK ONE:	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ACTION	<input type="checkbox"/> EXECUTIVE SESSION
	<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> PROCLAMATION	<input type="checkbox"/> PRESENTATION

PREFERRED MEETING DATE REQUESTED: 7/26/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES JULY 19, 2011.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



JULY 19, 2011

VOLUME U PG 627

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 19TH DAY OF JULY A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB JR	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
ROSE ROBINSON	DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Conley gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Special Counsel Mark Kennedy introduced the court to Frank Davis as the new Assistant District Clerk.

28220 ADOPT A PROCLAMATION RECOGNIZING JULY 17-23 AS PROBATION, PAROLE, AND COMMUNITY SUPERVISION WEEK IN HAYS COUNTY

Rochelle Thomas and Lisa H. Pacheco Deputy Director of the Hays County Probation Department spoke and introduced the officers that work in her office Rosalinda Hernandez, Brittany Martinez, Michelle Acosta, Jose Saldana, Dee Bartlett, Michael Hartman, Rosaura Viramontes-Flores and Eric Aguirre. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Proclamation recognizing July 17-23 as Probation, Parole, and Community Supervision Week in Hays County. All voting "Aye". MOTION PASSED

28221 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve county invoices in the amount of \$ 1,119,665.97 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28222 APPROVE COMMISSIONERS COURT MINUTES OF JULY 12, 2011

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of July 12, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28223 ACCEPT CONTRIBUTIONS FOR THE HISTORICAL COMMISSION- DOCUMENTARIES AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT AND AMEND BUDGET ACCORDINGLY

The Historical Commission has received donations for the Parks Johnson documentary. These funds will be used for the production and distribution of the Park Johnson DVD's. No matching funds needed. Amount required is \$15,000.000 (001-676-00-055.4610). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to accept contributions for the Historical Commission-documentaries and amend the budget for use of those funds for direct expenses related to the project and amend budget accordingly. All voting "Aye". MOTION PASSED

28224 AMEND THE LCRA FUND TO COVER REIMBURSEMENT FOR TWO PUBLIC NOTICE ADS FOR THE PUBLIC MEETING RELATED TO THE CREATION OF THE PUBLIC UTILITY AGENCY

Commissioner Whisenant from Precinct 4 would like to amend the LCRA fund to cover reimbursement for two public notice ads to run in the San Marcos Daily Record for the public meeting related to the creation of the Public Utility Agency. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to amend the LCRA Fund to cover reimbursement for two public notice ads for the public meeting related to the creation of the Public Utility Agency. All voting "Aye". MOTION PASSED



**28225 INCREASE REVENUE AND EXPENDITURES FOR JUVENILE DETENTION
OPERATING & GRANT SCHOOL LUNCH PROGRAM AND AMEND THE BUDGET
ACCORDINGLY**

The FY 2011 budget for the Juvenile Detention Center was budgeted using an average of 84 kids in the program. These numbers have increased to a monthly average of 96 kids. Operating expenses have increased due to housing more juveniles. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to increase revenue and expenditures for Juvenile Detention Operating & Grant School Lunch program and amend the budget accordingly. All voting "Aye". MOTION PASSED

**28226 RECOGNIZE TEXAS DEPT. OF TRANSPORTATION'S AWARD OF THE RM 12 AT
SPORTS PARK DRIVE TO THE LOW BIDDER, ASPHALT PAVING COMPANY OF
AUSTIN**

The RM 12 at Sports Park Drive project was identified by the voters as a priority safety improvement project in Precinct 4 as part of the 2008 Priority Road Bond Program. The project design is complete and is currently awaiting award to the low bidder pending Commissioners Court approval. As per the Advanced Funding Agreement between the Texas Department of Transportation and the County, TxDOT is required to obtain approval from the County prior to awarding a contract to the low bidder if the bid is more than 20 % above the latest design engineers estimate. Current engineers estimate is \$317,107.12. Low bidder was Asphalt Paving Company of Austin at \$ 400,000. Approximately 26% over the engineers estimate. There was a total of five bids received which range from \$405,162 to \$507,979. Although the low bidder was above the engineer's estimate, it is still well below the construction amount identified in the Advanced Funding Agreement (\$585,000) as well as the amount programmed for construction of the project in the road bond program. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to recognize Texas Dept. of Transportation's award of the RM 12 at Sports Park Drive to the low bidder, Asphalt Paving Company of Austin. All voting "Aye". MOTION PASSED

**28227 RESUBDIVISION OF LOT 6, THOMPSON RANCH ESTATES [11-3-13--2 LOTS] HOLD
PUBLIC HEARING AND APPROVE FINAL PLAT**

Judge Cobb opened the public hearing. No public input was received. Public hearing was closed Roxie Boykin Subdivision Coordinator gave an overview of the plat and gave the final approval. Clint Garza Director of Development Services spoke of the state rules and Hays County rules on the limits of lots sizes. The Thompson Ranch Estates is a 16 lot subdivision located off of Wayside Drive in Precinct 3. The owner of lot 6 wishes to divide the 9.398 acre lot into two new parcels. The new configuration will consist of the following; Lot 6-A 3.98 acres which is currently served by a private well and an on-site sewage facility and Lot 6-B 6.acres will utilize a private well and OSSF at the time of development. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant approve final plat of resubdivision of Lot 6, Thompson Ranch Estates 2 Lots. All voting "Aye". MOTION PASSED

**28228 AMENDING PLAT OF LOTS 22 AND 23 SOUTHRIDGE ESTATES SUBDIVISION [11-
1-19--2 LOTS] APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING ON
AUGUST 16, 2011**

Clint Garza Director of Development Services spoke of Southridge Estates being in Hays County and Guadalupe County. The Southridge Estates is an 88 lot subdivision located off of Centerpoint Road in Precinct 1. Although the subdivision was platted in 1976, numerous changes have taken place and there are only 45 total owners within the entire division. The owner of lot 23 wishes to divide the lot into 2 new lots resulting in a 1.036 acre lot 23A and a .50 acre lot 23B. In addition to the subdivision, the owner of lot 23 owns portion of lot 22. At the time lot 22 was divided by metes and bounds, the resulting tract (.39 ac) was too small for an on-site facility. Although the current owner of Lot 23 did not divide the original portion she has agreed to convey .11 acres to the neighboring lot owner to not only correct the platting errors but also ensure the lot had sufficient acreage to be granted a permit in the future. Lot 22 and 23A will be served by existing permitted OSSF's and public surface water supply. Lot 23B will be served by an advanced OSSF and public water supply once it's developed. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve preliminary plan of Lot 22 and Lot 23 Southridge Estates Subdivision (2 Lots) and call for public hearing on August 16, 2011. All voting "Aye". MOTION PASSED



JULY 19, 2011

VOLUME U PG 629

28229 AUTHORIZE THE PURCHASE OF SECURITY EQUIPMENT FOR THE HAYS COUNTY GOVERNMENT CENTER

Bob Hinkle of Broadus and Associates spoke. Ronnie Strane of the Hays County Sheriff Office spoke of the security equipment for the Hays County Government Center has been identified and will stay at the Government Center. This is totally funded from the Government Center Project Budget in the amount of \$79,148.00. The equipment needed are: 2 Less Lethal Shotgun (005-850-94-489.57147), 1 key Warden (005-850-94-489.57190), 6 PD140 Hand Held Metal Detector (005-850-94-489.5717), 2 HIPE-Multizone with Zone Detection (005-850-94-489.5719), 2 Optional Traffic Counter with Analysis Software (005-850-94-489.5719), 2 Hi-Scan 6040ds High Performance X-Ray, 2 1 Meter Entry/Exit Table (005-850-94-489.5711), 2 2 Meter Entry/Exit Table (005-850-94-489.5711), 1 Secureit Model 84 Tactical Weapons Rack (005-850-94-489.5717), 1 EV48L4S All Terrain Vehicle (005-850-94-489.5713). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the purchase of security equipment for the Hays County Government Center as provided in the back up at a cost of \$79,148.00 and is budgeted within the total project cost. Commissioner Jones, Commissioner Conley voting "No". Commissioner Ingalsbe, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED

28230 AUTHORIZE THE PURCHASE OF THREE (3) CELL PHONES AND SERVICE FOR THE SECURITY PERSONNEL AT THE HAYS COUNTY GOVERNMENT CENTER AND AMEND THE BUDGET ACCORDINGLY

Ronnie Strane of the Hays County Sheriff Office spoke. Captain Mark Cumberland spoke of the cell phones are only being use by Sergeants and Lieutenant's not deputies. The purchase of the 3 cell phones total cost is \$1,740 per year or \$145 per month. The Sheriff's Office will like to budget this amount for next year's budget and is asking for \$435 now to cover for the months of July, August, and September. Funds have been identified in the Sherriff's Office Operating, Law Enforcement supplies to cover this. Amount required \$435.00 (001-613-00.5489). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the purchase of three (3) cell phones and services for the Security Personnel at the Hays County Government Center the funds will be coming out of the current Sheriff's Office in the amount of \$435.00 and amend the budget accordingly. All voting "Aye". MOTION PASSED

28231 RE-ASSIGN THE RESPONSIBILITIES OF COMPLIANCE AND COLLECTIONS FOR HAYS COUNTY COURTS-AT-LAW #1 AND #2 FROM THE COMPLIANCE AND COLLECTIONS DEPARTMENT TO THE COUNTY COURTS-AT-LAW EFFECTIVE JULY 19, 2011

Special Counsel Mark Kennedy spoke. Judge Linda Rodriguez spoke of the personal change, computer, phone lines and case files she will like them to be transfer to her office. Judy Seim Compliance Administrator spoke of the equipment and case files when she is audited. Commissioner Conley explain how the collections department who have the responsibility to this court to collect for County Courts-at-Law and District Court. Judge Linda Rodriguez and Judge Robert Updegrove will have the responsibility for collections out of the county court office. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to re-assign the responsibilities of compliance and collections for Hays County Courts-at-Law #1 and #2 from the Compliance department and Collections department to the County Courts-at-Law and that all associated equipment, computers and phone lines to be transfer to County Court at Law along with the salary position and to authorize County Court-at-Law to filled the position effective immediately. All voting "Aye". MOTION PASSED

28232 APPROVE A RESOLUTION ACCEPTING A SUPPLEMENTAL CONTRACTUAL AGREEMENT BETWEEN HAYS COUNTY AND TXDOT FOR RIGHT OF WAY PROCUREMENT BY A LOCAL GOVERNMENT AND AUTHORIZE THE JUDGE TO EXECUTE SAID AGREEMENT

On August 19, 2009 the County entered into an agreement with the State for the reimbursement of right of way acquisition costs associated with the RM 12 road bond project from FM 3407 (Wonder World Drive) to RM 32. This agreement, which terminated on August 31, 2009, reimbursed the County for 90% of the ROW acquisition costs incurred up to the termination date. Total reimbursement to the County under the initial agreement was \$670,174.20. Recently the State has determined that there will be funds available for additional reimbursements to the County for right of way acquired by the County on RM 12 and has agreed to supplemental the original agreement to extend the termination date to August 31, 2001 and increased the State maximum participation amount of \$1,500,000. Current additional right of way acquisitions eligible for reimbursement under the supplemental agreement total approximately \$284,000. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve a resolution accepting a supplemental contractual right away agreement between Hays County and TxDOT for right of way procurement by a local government and authorize the Judge to execute said agreement. All voting "Aye". MOTION PASSED



28233 APPROVE THE PERSONAL HEALTH DEPARTMENT (PHD) APPLYING TO THE NATIONAL HEALTH SERVICE CORPS (NHSC) FOR THE SAN MARCOS AND KYLE CLINICS TO BE DESIGNATED AS NHSC CLINICAL SITES

Priscilla Hargraves Personal Health Department Director spoke of the approval of the application. The membership in the National Health Service Corps provides benefits for the Personal Health Department this would better able to recruit and retain providers by offering an opportunity for them to participate in loan repayment; access to free and unlimited postings of open job opportunities; availability of linkages to academic institutions and other organizations to support recruitment efforts; and access to networking opportunities with other NHSC sites and clinicians. The PHD also requests approval of the attached sliding scale fee schedule. This does not represent a change for the Family Clinic, but is a change for the Women's Health and Well Child Departments, which is currently a charge flat fee for services. A sliding scale fee schedule throughout the clinic is a requirement to apply for NHSC clinic status. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the Personal Health Department (PHD) applying to the National Health Service Corps (NHSC) for the San Marcos and Kyle clinics to be designated as NHSC clinical sites and to adopt the fee schedule as amended. Judge Cobb voting "No". Commissioner Ingalsbe, Commissioner Jones, Commissioner Coley and Commissioner Whisenant voting "Aye". MOTION PASSED

28234 PUBLIC HEARING TO FINALIZE CHANGES TO THE HAYS COUNTY DEVELOPMENT REGULATIONS

Judge Cobb opened the public hearing. No public input was received. Public hearing was closed. Clint Garza Director of Development Services spoke of the proposed changes of the groundwater district, building line setback, storm water runoff and flood plain. The Hays County Development Regulations were adopted in 2009. At that time the court and staff agreed that the regulations were an evolving document which would change to better serve the citizens of Hays County. Since adoption, there has been one revision to the regulations. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to finalize changes to the Hays County Development Regulations in strike of the line item in Sub-Chapter 3.02 page 100 reads as follows: The volume, rate, and timing of runoff after development should closely approximate the conditions before development moving to strike those words. All voting "Aye". MOTION PASSED

28235 APPROVE SCOPE AND FEE FOR PRODUCING A TRANSPORTATION PLAN FOR HAYS COUNTY

Joe Cantalupo Executive Director of CAMPO (Capital Area Metropolitan Planning Organization) spoke of the transportation plan. Water system plan might affect growth of development for transportation plan. Lenee Lovejoy resident of San Marcos spoke. This scope of work for the Hays County Transportation Plan was developed to address the interests of Hays County in developing the Hays County Transportation Plan. It was developed to address the following: (1) develop a transportation plan that is based on sound technical analysis; (2) accommodate growth while maintaining and improving access to destinations for the traveling public (work, school, shopping, residential) (3) maintenance and improvement of the transportation system and the mobility of its users (4) providing the county with the information and tools needed to preserve the right of way needed for future transportation improvements (5) development of a transportation plan through an open and transparent process that provides numerous and various ways for the public to stay involved and provide input into the process (6) Creation and adoption of a transportation plan that not only addresses specific project needs but one that also sets an overall direction for the transportation future of Hays County. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve Scope and Fee for producing a Transportation Plan for Hays County using \$50,000 which has been identified in countywide 2011 budget for transportation planning to identified \$250,000.00 within the road and bridge budget in the current year and the difference of the amounts will be added and submitted to the County Judge within the 2012 budget in countywide to make up the difference for the remaining in the 2012 budget. All voting "Aye". MOTION PASSED

28236 RENEW THE SOLID WASTE HAULING CONTRACT WITH TDS AND APPROVE THE QUOTE FOR A 10 YEAR LEASE ON A STATIONARY COMPACTOR

Jerry Pinnix Director of Transfer & Citizens Collection and Parks spoke of the fees and the quote for the 10 year lease of the stationary compactor which includes all maintenance, labor, and repairs. The hauling rate will remain the same for now, with a 3.5% per year increase starting in September 2012. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to renew the solid waste hauling contract with TDS and approve the quote for a 10 year lease on a stationary compactor. All voting "Aye". MOTION PASSED



JULY 19, 2011

VOLUME U PG 631

**28237 ADOPT A RESOLUTION REGARDING COUNTY POLICY IN THE ACQUISITION OF
PARKS AND OPEN SPACE PROPERTIES**

J.B. Kolodzey resident of Buda spoke. Lenae Lovejoy resident of San Marcos spoke. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve a Resolution regarding County policy in the acquisition of parks and open space properties. All voting "Aye". MOTION PASSED

**28238 AUTHORIZE THE COUNTY JUDGE TO APPROVE THE PROPOSED APPLICATION
FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS FUNDING FOR FY 2012 IN
THE AMOUNT OF \$122,428.00**

Priscilla Hargraves Personal Health Department Director spoke. Charles Chapman R.N. and Kharley Smith gave an overview of the Grant Program. H1N1 and Bio-Terrorism is Health Emergency. This application between the Hays County Personal Health Department and the Texas Department of State Health Services for public Health Emergency Preparedness funds for FY 2012. The award is for \$122,428.00. There is a 10% match required for FY2012 of \$12,243.00. The funding is for August 1, 2011 through July 31, 2012. For FY2011 the county was required by the state to have a 10% match which was done. For FY2012 funding was cut by 16% which will be funded from the Personal Health Department Operating budget. Amount required \$13,243.00 (120-675-00.5230 and 120-675-00.5431). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to approve the proposed application for Public Health Emergency Preparedness funding for FY 2012 in the amount of \$122,104.26. All voting "Aye". MOTION PASSED

**28239 APPROVE A CONTRACT WITH CBRE FOR PROFESSIONAL REAL ESTATE
SERVICES**

Commissioner Conley and Special Counsel Mark Kennedy spoke. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve a contract with CBRE for Professional Real Estate Services for Hays County with the amendments that have been made by the court that will be negotiated and work on by counsel. All voting "Aye". MOTION PASSED

**28240 INSTRUCT STAFF TO DEVELOP A LIST OF PROJECTS TO SUBMIT TO THE
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO), HAYS
COUNTY WILL HAVE INPUT ON HOW THE DISTRICT (TXDOT) SPENDS SEPARATE
PROPOSITION 12 FUNDING THROUGH CAPITAL AREA REGIONAL
TRANSPORTATION PLANNING (CARTPO)**

Michael Aulick of Aulick and Associates spoke of the submitted applications for funding. STP MM Funding is available for FY 2012, FY 2013, and FY 2014. Hays County submitted 17 project applications on June 30, 2011, 7 applications on state highway systems and 7 applications on county roadways. Proposition 12 funding within CAMPO Area is available for FY 2012 and FY 2013 and is state fund-no match required. A motion was made by Commissioner Conley, seconded by Commissioner Jones to instruct staff to develop a list of projects to submit to the Capital Area Metropolitan Planning Organization (CAMPO) and to (CARTPO) Capital Area Regional Transportation Planning in regards to Proposition 12 funding and to Mr. Aulick and Mr. Borcharding to coordinate with County Commissioners and County Judge on partition projects and priority of those projects and to be submitted by August 5, 2011. All voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

At this time the Court decided to leave the burn ban in effect.

County Clerks Note Item # 23: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS ~~was pulled~~

**DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES
FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR**

Jeff Curren gave an overview of the road bond projects that have been completed and that are currently being worked on.



County Clerks Note Item # 25: DISCUSSION AND POSSIBLE ACTION TO APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S). THE INTENT OF THE STANDING AGENDA ITEM IS TO RECOGNIZE DEADLINE RESTRAINTS AND REMOVE BARRIERS OR BOTTLENECKS FOR HIRING MANAGERS WHEN PRESENTING TO COMMISSIONERS COURT KEY POSITIONS THEY FEEL ARE NEEDED TO BE FILLED-was pulled

County Clerks Note Item # 26: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE-was pulled

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

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on July 19, 2011.



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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve renewal of the rental agreement between the DPS (Department of Public Safety) and Applied Concepts Inc (ACI) for the Stalker Radar Equipment and authorize County Judge to execute same.

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

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

PREFERRED MEETING DATE REQUESTED: July 19, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sergeant Jiral (DPS)

SPONSORED BY:

SUMMARY: (See attached)

DESCRIPTION OF Item: Approve renewal of the rental agreement between DPS (Department of Public Safety) and Applied Concepts Inc. (ACI) for the Stalker Radar Equipment and authorize County Judge to execute same.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$ 670.83 per month

LINE ITEM NUMBER: 001-650-00.5473

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This is budgeted each year.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Texas Governmental RENTAL AGREEMENT

RENTOR: Applied Concepts, Inc. (also referred to as ACI)
(DBA: Stalker Radar)
2609 Technology Drive Plano Tx 75074-7467
Sales Phone: 972-398-3780 Fax: 972-398-3781
Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

RENTER: Hays County TX DPS
Attention: Sergeant Darryl Jiral
1400 N Interstate 35
San Marcos, TX 78666
Phone: 512-353-7000, Fax: 512-353-2349
Email: darryl.jiral@txdps.state.tx.us

Description of Equipment: Stalker DSR2X-I Dash Mounted Radar Units
Quantity: (7) Each Price per unit: \$3,450.00 Extended Price: \$24,150.00

Total Monthly Payment: \$670.83 per month for 36 months.


**NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE
SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO
THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE
SECTION 14 FOR PURCHASE OPTION OR CONSIDER A
LEASE/PURCHASE AGREEMENT!**

1. *Renter* hereby agrees to *Rent* the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth:
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. *Renter* acknowledges that upon delivery of said equipment that Applied Concepts, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. *Renter* agrees to pay Applied Concepts, Inc. the monthly payment specified above, by the 15th of the month following shipping by Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Applied Concepts, Inc. will mail monthly invoices at the beginning of each month, but is not responsible if the invoice does not reach the Renter. At the end of the term of the Rental Agreement, Renter agrees to return said equipment to Applied Concepts, Inc. within 30 days.
4. *Renter* hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, unauthorized use or other circumstances beyond the control of the Renter. No loss or damage to the equipment or any part thereof, shall impair any obligation of *Renter* under this agreement, which shall continue in full force and effect.

5. The warranty period for the merchandise is the standard factory warranty at the time the order is received. Renter agrees that the warranty may be a shorter period of time than this rental agreement and that any repair cost outside of that warranty period will be at the renters expense. An extended warranty period may be purchased to cover any gap in time. Such extended warranty may be purchased and made part of this rental agreement or under a separate agreement.
6. If *Renter*, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within 90 days after the same is due and payable, or if *Renter* with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this rent required to be observed, kept or performed by *Renter*, Applied Concepts, Inc. shall have the right to exercise any one or more of the following remedies: a.) To sue for and recover all payments then accrued with respect to any or all items of equipment. b.) To terminate this rent as to any or all items of equipment. c.) To pursue any other remedy at law or in equity. All such remedies are cumulative, and may be exercised concurrently or separately.
7. The renewal and continuation of such contract is contingent upon the appropriation of funds by the governing body to fulfill the requirements of the contract and if the local governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate in accordance with the terms of the contract on the last day of the fiscal year for which funds were appropriated, provided the equipment is returned to the lessor or his agent, as provided in the equipment rental contract, and such contract shall not be a long-term debt of the local governmental entity.
8. The governmental agency reserves the right to terminate contract and or purchase order with a written thirty (30) day notice for non performance on the part of ACI. The cancellation will be without penalty under the provisions of this section only.
9. Applied Concepts, Inc. reserves the right not to rent or lease any further product to Renter if the rental is canceled for any reason prior to the end of the term. If Renter cancels for any reason other than those listed in section # 7, # 8, or # 14 an amount equal to 3 months rent will be due and payable as a penalty for early termination.
10. The parties hereto agree to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby in Courts located within the County of Hays, Texas. The parties also consent to the laws of the State of Texas in interpreting provision of this contract.
11. I certify that I am duly authorized to act within the powers of my office by executing this Agreement, and the equipment being rented is essential to its governmental mission.

12. The portions of Rental payments are herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and *Renter's* other obligations and liabilities under this rent relating to, or accruing or arising prior to such termination. The *Renter* is obligated only to pay Rental payments under this rent as may lawfully be made from 1.) funds budgeted and appropriated for that purpose during such fiscal period; or 2.) funds made available from a lawfully operated revenue producing source. In the event of such termination, *Renter* agrees to peaceably surrender possession of the Equipment to Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 5 hereof and Applied Concepts, Inc. will have all legal and equitable rights and remedies to take possession of the Equipment.
13. The prices quoted in this rental agreement are valid for a period of 120 days from the date signed by Applied Concepts, Inc. Any rental agreement executed after that date must be approved by Applied Concepts, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Applied Concepts, Inc.
14. At any time during or within 30 days after the final payment in accordance with this agreement is made, the Renter may purchase any or all of the described equipment in their possession at the time and receive 50% of the payments made on that unit as credit toward the above listed price
15. It is agreed by Rentor and Renter that any fax or electronic transmitted document(s) will be considered as an original for all purposes of this agreement and therefore any signatures transmitted by fax or other electronic form are the same as a hand signed document.

16. Entered into this _____ day of _____, 2011

By:  (Gena Locke)
For: Tim Carrio, Regional Sales Manager
Dated: 05/03/2011


Approved by Sales Management

Signature of Authorized Official on behalf of Hays Co TX DPS

Printed Name

Title

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve Out of State Training Travel Request for Angelo Floiran in the Sheriff's Office.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$0.00

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Captain Mike Davenport/Hays County Sheriff's Office

SPONSORED BY: Debbie Ingalsbe

SUMMARY: The grant is funding the Out of State Training so there are no county funds required.

United States Secret Service

www.ncfi.usss.gov


Courses

BICEP

Basic Investigation of Computer and Electronic Crimes Program

BICEP is a five-day course designed to provide investigators with the ability to act as a first responder to a variety of cyber related cases. Investigators will gain hands-on experience with computer hardware, operating systems, cell phones, PDAs, GPSs, networking fundamentals, email investigations, legal issues, and search and seizure. The course combines instructor-led discussions and practical exercises to teach methodologies and techniques used during investigations involving digital evidence.

After completing this course, students will:

- Be able to identify system components
- Install and troubleshoot basic computer hardware
- Understand the significance of different file systems
- Install and configure different operating systems
- Know standard protocols for seizing and storing digital evidence
- Be able to use forensic tools to conduct analysis of digital data
- Be able to create a comprehensive digital evidence case report
- Know legal issues applicable to digital evidence investigations

Prerequisites:

- None

[top](#)

BCERT

Basic Computer Evidence Recovery Training

This is a five-week course designed to provide hands-on experience with computer hardware, device imaging solutions, forensic analysis tools, legal issues and report generation for law enforcement officers performing as cyber incident responders and digital evidence examiners. The course combines instructor-led discussions and practical exercises to teach methodologies and techniques used during investigations involving digital evidence.

After completing this course, students will:

- Be able to identify system components
- Install and troubleshoot basic computer hardware
- Understand the significance of different file systems
- Install and configure different operating systems
- Know standard protocols for seizing and storing digital evidence
- Be able to use forensic tools to conduct analysis of digital data
- Be able to generate a comprehensive digital evidence case report
- Know legal issues applicable to digital evidence investigations

Prerequisites:

- BICEP or equivalent

[top](#)

ACERT

Advanced Computer Evidence Recovery Training

This is a five-day course designed to provide experienced forensic examiners with the knowledge and abilities to apply network/server based forensics processing skills. The course combines instructor-led discussions and practical exercises to teach methodologies and techniques used during investigations involving digital evidence on networks and/or servers.

After completing this course, students will:

- Identify and explain the use of networking hardware
- Identify and explain the types of networking topology and connectivity
- Understand the various roles that servers have on the Internet
- Understand how to collect files normally found on servers running Microsoft Windows, Unix, and Solaris UNIX.

Prerequisites:

- BICEP or equivalent
- Minimum of 6-12 months of experience in conducting digital forensic examinations

[top](#)

NITRO

Network Intrusion Response Program

This is a 14 day course designed to provide training on how to effectively respond to a network incident including mitigation of the problem, collection of volatile data, and intrusion investigation of a network based crime. The course combines instructor led discussions and practical exercises to teach methodologies and techniques used during

About NCFI

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- Faculty
- Contact Us
- Field Offices
- Purchase

Get Started

- Login

- Identify and explain the types of networking topology and connectivity
- Be aware of the common network crimes and their methods of operation
- Be able to properly report accounts of a network crime
- Be able to collect and analyze network logs using the scientific method
- Be able to use forensic tools to gather and analyze network data

Prerequisites:

- BICEP or equivalent

AFT**Advanced Forensics Training**

This is a 14 day course designed to focus on advanced digital forensic data recovery topics, tools, and practices through a combination of lecture, instructor-led demonstrations, and practical exercises.

After completing this course, students will:

- Discuss advanced data recovery situations and solutions that may occur in a digital forensic environment
- Practice using various data recovery tools and techniques to identify and recover information of investigative relevance from digital media
- Explain the ramifications of techniques such as steganography and encryption in a forensic environment

Prerequisites:

- BICEP or equivalent
- Minimum of 6-12 months of experience in conducting digital forensic examinations

ISQ

CFC-J**Computer Forensics in Court - Judges**

This four-day course provides hands-on experience with computer and networking technology to allow judges to obtain knowledge and insight into presiding over criminal cases involving digital evidence. The course combines instructor led discussions and practical exercises to demonstrate methodologies and techniques used by investigators, as well as instruction of digital evidence legal issues.

After completing this course, students will:

- Identify system components
- Understand the significance of how data is stored on computers
- Understand the basic differences between popular operating systems
- Understand the role that the Internet and networks play in computer crimes
- Understand the entire forensic process performed by investigators
- Better understand legal obstacles present in computer crimes
- Understand how to better evaluate computer crime cases in court

Prerequisites:

- None

ISQ

CFC-P**Computer Forensics in Court - Prosecutors**

This five-day course provides hands-on experience with computer and networking technology to allow prosecutors to obtain knowledge and insight into handling criminal cases involving digital evidence. The course combines instructor led discussions and practical exercises to teach methodologies and techniques used by investigators, as well as instruction of digital evidence legal issues.

After completing this course, students will:

- Identify system components
- Understand the significance of how data is stored on computers
- Understand the basic differences between popular operating systems
- Understand the role that the Internet and networks play in computer crimes
- Understand the entire forensic process performed by investigators
- Better understand legal obstacles present in prosecuting computer crimes
- Understand how to better evaluate and present computer crime cases in court

Prerequisites:

- None

ISQ

MDDR**Mobile Device Data Recovery**

MDDR is a 10 day course designed to provide hands-on experience with mobile devices. Investigators will gain experience with a wide array of mobile devices such as cell phones, GPS units, and tablets, forensics analysis tools, legal issues, and report generation for law enforcement. The course combines instructor-led discussions and practical exercises to teach methodologies and techniques used during investigations involving digital evidence of mobile devices with traditional investigative techniques.

After completing this course, students will:

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 auction sale of vehicles, small office building, and fencing no longer in use by the Sheriff's Department with Rene Bates Auctioneers.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Sheriff Cutler

SPONSORED BY:

SUMMARY: See attached list of equipment

LIST OF VEHICLES TO BE AUCTIONED BY THE SHERIFF'S DEPARTMENT

2001 FORD CROWN VIC (2)
2007 DODGE CHARGER
2006 FORD EXPEDITION
2006 FORD CROWN VIC (3)
2005 FORD CROWN VIC (3)
1997 FORD TAURUS LX
1997 FORD CROWN VIC
1991 FORD E-350 AMBULANCE
2004 FORD CROWN VIC
1995 ELDORADO BUS W/WHEELCHAIR LIFT
1997 HOMEMADE HORSE TRAILER (SEIZED UNIT)
2001 UTILITY SEMI TRAILER (SEIZED UNIT)
OFFICE BUILDING (Small)
FENCING 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: Approve award of Bid #2011-B06 "Cemetery Maintenance" to Dripping Springs Lawn.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Borcherding

SPONSORED BY:

SUMMARY: See attached tabulation

2011-806

Cemetery Maintenance

CEMETERY LOCATIONS:		Dripping Springs Lawn	Greater TX Landscape	Oldham Fence	Maintenance Mgt	
San Pedro	\$	600.00	\$ 633.00	\$ 1,050.00	\$ 660.00	
Guadalupe	\$	350.00	\$ 500.00	\$ 1,050.00	\$ 220.00	
San Marcos/Blanco	\$	400.00	\$ 1,080.00	\$ 1,900.00	\$ 770.00	
Kyle Family Pioneer	\$	180.00	\$ 167.00	\$ 612.00	\$ 140.00	
Cementerio Del Rio	\$	350.00	\$ 453.00	\$ 1,050.00	\$ 370.00	
Coronado	\$	125.00	\$ 333.00	\$ 437.00	\$ 190.00	
Cocke	\$	150.00	\$ 203.00	\$ 350.00	\$ 190.00	
Hays Co. Indigent	\$	100.00	\$ 300.00	\$ 437.00	\$ 165.00	
Additional Services						
Per Man Hr Rate:	\$	40.00	\$ 38.00	\$ 87.50	\$ 27.50	

\$ 2,255.00 \$ 3,669.00 \$ 6,886.00 \$ 2,705.00

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Move funds budgeted in Compliance Administration to CCL #2 for collection specialist position.

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

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$8,795

LINE ITEM NUMBER OF FUNDS REQUIRED: See below

REQUESTED BY: Judge Bert Cobb, M.D.

SPONSORED BY: Judge Bert Cobb, M.D.

On July 19, 2011 the Commissioners Court authorized the movement of 1 (one) Collections Specialist position from the Compliance Administration department to County Court at Law #2. Funds for staff salary, fringe benefits and telephone expense related to this position for the remainder of FY2011 will be moved from the Compliance budget to the CCL #2 budget.

Budget Amendment:

From Compliance:

001-648-00.5021:	(5,694)
001-648-00.5101_100:	(353)
001-648-00.5101_200:	(83)
001-648-00.5101_300:	(594)
001-648-00.5160_400:	(1,916)
001-648-00.5160_500:	(71)
001-648-00.5160_600:	(9)
001-648-00.5489:	(75)

To CCL#2:

001-612-00.5021:	5,694
001-612-00.5101_100:	353
001-612-00.5101_200:	83
001-612-00.5101_300:	594
001-612-00.5160_400:	1,916
001-612-00.5160_500:	71
001-612-00.5160_600:	9
001-612-00.5489:	75

DESCRIPTION OF Item: Move funds budgeted in Compliance Administration to CCL #2 for collection specialist position.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$8,795

LINE ITEM NUMBER: See Budget Amendment

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

**AMENDMENT
NO. 2011-035 CC
FY2011 Budget
7/26/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>County Court @ Law 2 (612):</u>				
001-612-00.5021 Staff	201,766	5,694		207,460
001-612-00.5101_100 Fica	19,154	353		19,507
001-612-00.5101_200 Medicare	4,772	83		4,855
001-612-00.5101_300 Retirement	34,065	594		34,659
001-612-00.5160_400 Medical Ins	55,187	1,916		57,103
001-612-00.5160_500 Dental Ins	1,954	71		2,025
001-612-00.5160_600 Life Ins	349	9		358
001-612-00.5489 Telephone	3,000	75		3,075
		<u>8,795</u>		
<u>Compliance Office (648):</u>				
001-648-00.5021 Staff	84,690		(5,694)	81,996
001-648-00.5101_100 Fica	8,177		(353)	7,824
001-648-00.5101_200 Medicare	1,913		(83)	1,830
001-648-00.5101_300 Retirement	13,653		(594)	13,059
001-648-00.5160_400 Medical Ins	36,791		(1,916)	34,875
001-648-00.5160_500 Dental Ins	1,303		(71)	1,232
001-648-00.5160_600 Life Ins	233		(9)	224
001-648-00.5489 Telephone	4,000		75	3,925
			<u>(8,795)</u>	
Transfer position from Compliance to County Court @ Law as approved 7/19/11				
<u>Veterans Officer/TXDOT Vehicle & Maintenance 2010 (720-99-046)</u>				
001-720-99-046.5719_400 Misc Eqpt	0	2,117		2,117
001-720-99-046.5413 Veh Maint	7,433		(2,117)	5,316
<u>Veterans Officer (720):</u>				
001-720-00.5413 Veh Maint	750	595		1,345
001-720-00.5719_400 Misc Eqpt	0	530		530
001-720-00.5011 Dept Head	40,157		(1,125)	39,032
Transfer for defibrillators purchase from grant & County match; allocate local match utilizing grant & personnel savings				
<u>Juvenile Probation/TJPC-X ICBP Grant (686-99-035):</u>				
001-686-99-035.5719_400 Misc Eqpt	0	576		576
001-686-99-035.5201 General Supplies	7,000		(576)	6,424

Transfer for document camera purchase from supply savings

**ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2011****THE STATE OF TEXAS
COUNTY OF HAYS**

WHEREAS, on the 26th day of July, A.D., 2011, the Commissioners' Court of Hays County, Texas,

has determined that a need exists for the reallocation of certain appropriations included in the FY 2011 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2011 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 26th day of July, 2011

FOR () _____
AGAINST () DR. BERT COBB
ABSTAIN () COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR () _____
AGAINST () DEBBIE GONZALES - INGALSBE
ABSTAIN () COMMISSIONER, PRECINCT 1

FOR () _____
AGAINST () MARK JONES
ABSTAIN () COMMISSIONER, PRECINCT 2

FOR () _____
AGAINST () WILL CONLEY
ABSTAIN () COMMISSIONER, PRECINCT 3

FOR () _____
AGAINST () RAY WHISENANT
ABSTAIN () COMMISSIONER, PRECINCT 4

ATTEST: _____
LIZ Q. GONZALEZ
COUNTY CLERK, HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend the Veteran's Services Office budget to allocate matching funds for the TxDOT Section 5310 (Maintenance) grant for vehicles and authorize the purchase of two Automatic External Defibrillators for placement in vehicles from these funds.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$1,125.00 - within existing VSO budget

LINE ITEM NUMBER OF FUNDS REQUIRED: see budget amendment below

REQUESTED BY: Prather

SPONSORED BY: Ingalsbe

SUMMARY:

On June 15, 2010 the Commissioners Court executed a Project Grant Agreement with TxDOT for Section 5310 funding for the Veteran's Services Office that included both the capital purchase of the van (no match required) and vehicle maintenance funds in the amount of \$7500.00 for the TxDOT-funded vehicles, with 20% match (\$1875.00) required to bring the maintenance portion of the grant to a total of \$9,375.00. A total of \$750.00 was initially budgeted for match and needs to be increased by \$1,125.00. This budget amendment allocates the remainder of the local match required for the vehicle maintenance grant, and authorizes the VSO to purchase two Automatic External Defibrillators for the vehicles which will be covered under the maintenance funds on an 80/20 funding ratio. The budget amendment will utilize salary savings for the required matching funds. The total cost for the two defibrillators is \$2,647.00, with a County match of \$530.00 (20%) and the remainder (\$2,117.00) TxDOT funds.

Budget Amendment for AED's:

001-720-00.5011	(\$530.00)
001-720-00.5719_400	530.00
001-720-99-046.5413	(2,117.00)
001-720-99-046.5719_400	2,117.00

Budget Amendment to Allocate Remaining Local Match:

001-720-00.5011	(\$595.00)
001-720-00.5413	595.00

DESCRIPTION OF Item: Amend the Veteran's Services Office budget to allocate matching funds for the TxDOT Section 5310 (Maintenance) grant for vehicles and authorize the purchase of two Automatic External Defibrillators for placement in vehicles from these funds.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$1,125.00 - within existing VSO budget

LINE ITEM NUMBER:

Budget Amendment for AED's:

001-720-00.5011	(\$530.00)
001-720-00.5719_400	530.00
001-720-99-046.5413	(2,117.00)
001-720-99-046.5719_400	2,117.00

Budget Amendment to Allocate Remaining Local Match:

001-720-00.5011	(\$595.00)
001-720-00.5413	595.00

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

AMENDMENT
NO. 2011-035 CC
FY2011 Budget
7/26/2011

FUND NO. 01
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	Appropriation	<u>Amendment</u>		Appropriation
	before <u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	as <u>Amended</u>
<u>County Court @ Law 2 (612):</u>				
001-612-00.5021 Staff	201,766	5,694		207,460
001-612-00.5101_100 Fica	19,154	353		19,507
001-612-00.5101_200 Medicare	4,772	83		4,855
001-612-00.5101_300 Retirement	34,065	594		34,659
001-612-00.5160_400 Medical Ins	55,187	1,916		57,103
001-612-00.5160_500 Dental Ins	1,954	71		2,025
001-612-00.5160_600 Life Ins	349	9		358
001-612-00.5489 Telephone	3,000	75		3,075
		<u>8,795</u>		
<u>Compliance Office (648):</u>				
001-648-00.5021 Staff	84,690		(5,694)	81,996
001-648-00.5101_100 Fica	8,177		(353)	7,824
001-648-00.5101_200 Medicare	1,913		(83)	1,830
001-648-00.5101_300 Retirement	13,653		(594)	13,059
001-648-00.5160_400 Medical Ins	36,791		(1,916)	34,875
001-648-00.5160_500 Dental Ins	1,303		(71)	1,232
001-648-00.5160_600 Life Ins	233		(9)	224
001-648-00.5489 Telephone	4,000		75	3,925
			<u>(8,795)</u>	
Transfer position from Compliance to County Court @ Law as approved 7/19/11				
<u>Veterans Officer/TXDOT Vehicle & Maintenance 2010 (720-99-046)</u>				
001-720-99-046.5719_400 Misc Eqpt	0	2,117		2,117
001-720-99-046.5413 Veh Maint	7,433		(2,117)	5,316
<u>Veterans Officer (720):</u>				
001-720-00.5413 Veh Maint	750	595		1,345
001-720-00.5719_400 Misc Eqpt	0	530		530
001-720-00.5011 Dept Head	40,157		(1,125)	39,032
Transfer for defibrillators purchase from grant & County match; allocate local match utilizing grant & personnel savings				
<u>Juvenile Probation/TJPC-X ICBP Grant (686-99-035):</u>				
001-686-99-035.5719_400 Misc Eqpt	0	576		576
001-686-99-035.5201 General Supplies	7,000		(576)	6,424

Transfer for document camera purchase from supply savings

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 Juvenile Probation TJPC X Grant budget to use savings in general supplies to purchase an Aver Vision 300AF+ document camera for the GED program.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$576.00 budgeted in juvenile probation

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-035.5201

REQUESTED BY: Shelly Williams

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This amendment will allow the program to spend the grant award with no matching funds required from the County.

Budget Amendment;

001-686-99-035.5201 (\$576.00)

001-686-99-035.5719_400 576.00

DESCRIPTION OF Item: Amend Juvenile Probation TJPC X Grant budget to use savings in general supplies to purchase an Aver Vision 300AF+ document camera for the GED program.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$576.00 budgeted in juvenile probation

LINE ITEM NUMBER: 001-686-99-035.5201

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

AMENDMENT
NO. 2011-035 CC
FY2011 Budget
7/26/2011

FUND NO. 01
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>County Court @ Law 2 (612):</u>				
001-612-00.5021 Staff	201,766	5,694		207,460
001-612-00.5101_100 Fica	19,154	353		19,507
001-612-00.5101_200 Medicare	4,772	83		4,855
001-612-00.5101_300 Retirement	34,065	594		34,659
001-612-00.5160_400 Medical Ins	55,187	1,916		57,103
001-612-00.5160_500 Dental Ins	1,954	71		2,025
001-612-00.5160_600 Life Ins	349	9		358
001-612-00.5489 Telephone	3,000	<u>75</u>		3,075
		<u>8,795</u>		
<u>Compliance Office (648):</u>				
001-648-00.5021 Staff	84,690		(5,694)	81,996
001-648-00.5101_100 Fica	8,177		(353)	7,824
001-648-00.5101_200 Medicare	1,913		(83)	1,830
001-648-00.5101_300 Retirement	13,653		(594)	13,059
001-648-00.5160_400 Medical Ins	36,791		(1,916)	34,875
001-648-00.5160_500 Dental Ins	1,303		(71)	1,232
001-648-00.5160_600 Life Ins	233		(9)	224
001-648-00.5489 Telephone	4,000		<u>75</u>	3,925
			<u>(8,795)</u>	
Transfer position from Compliance to County Court @ Law as approved 7/19/11				
<u>Veterans Officer/TXDOT Vehicle & Maintenance 2010 (720-99-046)</u>				
001-720-99-046.5719_400 Misc Eqpt	0	2,117		2,117
001-720-99-046.5413 Veh Maint	7,433		(2,117)	5,316
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001-720-00.5413 Veh Maint	750	595		1,345
001-720-00.5719_400 Misc Eqpt	0	530		530
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001-686-99-035.5719_400 Misc Eqpt	0	576		576
001-686-99-035.5201 General Supplies	7,000		(576)	6,424
Transfer for document camera purchase from supply savings				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

11-4-9 Resubdivision of Lots 19 and 20, Los Ranchos (6 lots). Discussion and possible action to approve preliminary plan; call for public hearing August 23, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Los Ranchos is a recorded subdivision located off of F.M. 150 in Precinct 4. The subdivision was originally platted in 1978 as a 28 lot subdivision. Today there are 35 taxable parcels on the CAD records.

The current configuration of the two lots consists of seven unplatted parcels, three of which are currently developed. This purpose of this resubdivision is to plat six new lots, thereby allowing the existing parcels to be further developed.

The proposed lot sizes are as follows: Lot 20A, 6.68; Lot 20B, 2.00; Lot 20C, 2.02; Lot 20D, 2.00; Lot 19A, 3.24; Lot 19B, 4.61. Water and wastewater service for lots 20A, 20B, 20C, 20D, and 19B will be provided by individual water wells and on-site sewage facilities. Lots 20B, 20C, and 20D are restricted to advanced septic systems only. Lot 19A will be restricted to rainwater collection and will also utilize an OSSF.

VOLUME 2, PAGE 8, HAYS COUNTY PLAT RECORDS

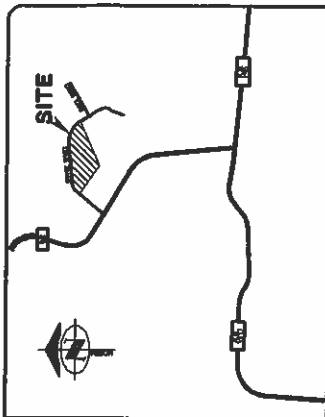
Military Pacific. State of Texas

Victor M. Garza
Registered Professional Land Surveyor
No. 4740 - State of Texas

17. This Subdivision is located within the Edwards Underground Water District.

10 ACRES OR LARGER	0 LOTS
LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES	1 LOTS
2.00 ACRES OR LARGER UP TO 5.00 ACRES	4 LOTS
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.0 ACRES AND SMALLER THAN 1.00 ACRE	0 LOTS

B&G
B&G Surveying, Inc.
Surveyed by Deane H. Burris & Associates
1400 West North Loop West, Suite 400, Tampa 33605
Phone: 813/281-1400



VICINITY MAP

35

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to authorize payment of the following invoices for the Hays County Juvenile Center: \$1,205.15 & \$514.82 to Clifford Power Systems; \$334.84 to Flowers Baking CO., \$1,816.65 & \$1,604.94 to Labatt Food Service, and \$503.37 to Avatt Services.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

070-685-00.5207: \$1205.15, \$514.82, & \$503.37

070-685.99.017.5235: \$334.84, \$1816.65 & \$1604.94

REQUESTED BY: LITTLEJOHN

SPONSORED BY: COBB



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

July 11, 2011

To: Brett Littlejohn – Juvenile Detention Center

From: Bill Herzog, CPA

A handwritten signature in black ink, appearing to be "BHA", is written over the printed name "Bill Herzog, CPA".

Hays County Auditor

Please find the attached invoice dated 6/23/11 from Clifford Power Systems, Inc. totaling \$1,205.15. This invoice was submitted to the Auditor's office for payment without the issuance of a Purchase Order. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more on or before the date of the invoice. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure



P.O. Box 581807
Tulsa, OK 74158-1807
918 836-0066

Power Systems, Inc.

Invoice

Page: 1

Invoice Number: A113061-IN
Invoice Date: 6/23/2011
Tax Schedule: TX4
Job Number: 0113061
Order Date
Salesperson: EPM
Customer Number: 00-0077957

Sold To:

COUNTY OF HAYS, TX
111 E SAN ANTONIO ST. STE 100
ATTN: ACCOUNTS PAYABLE
SAN MARCOS, TX 78666

Ship To:

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS BARKER RD.
SAN MARCOS, TX 78666

Confirm To:
PAT WILEY

Comment:
TROUBLE CALL

Customer P.O.

Terms

NET DUE ON RECEIPT

Model #: 20A-02337-S

Service Date: 06/15/2011

Serial #: 2057509

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount	Tax Class
-- SVC JOB 0113061 -- 06/15/2011 JPC - RESPONDED TO TROUBLE CALL AND SPOKE WITH CONTACT. TROUBLESHOOT UNIT AND FOUND BATTERY CHARGER WAS BURNT OUT AND BATTERY DEAD. CUSTOMER WANTED TO TRY AND REPLACE CHARGER ONLY BUT AFTER TRYING TO JUMP BATTERY, THE BATTERY WOULD NOT HOLD THE CHARGE. ADVISED CUSTOMER AND SANDY AUTHORIZED BATTERY REPLACEMENT. REMOVED AND REPLACE BATTERY AND CLEANED AND PROTECT TERMINALS. TESTED UNIT VOLTAGE AND STARTED UNIT, UNIT RAN WITH NO ISSUES. WORK COMPLETE.							

Remit To: P.O. Box 875500
Kansas City, MO 64187-5500

Net Invoice:	1,205.15
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,205.15



SERVICE REPORT

Power Systems, Inc.

Tulsa, OK

(918) 836-0066

(918) 836-0094 (Fax)

Oklahoma City, OK

(405) 949-2332

(405) 842-4864 (Fax)

Little Rock, AR

(501) 907-5884

(501) 907-4702 (Fax)

Dallas/Fort Worth, TX

(817) 640-5544

(817) 453-0219 (Fax)

Longview, TX

(903) 291-8305

(903) 291-8327 (Fax)

Austin, TX

(512) 477-6937

(512) 477-6938 (Fax)

San Antonio, TX

(210) 333-0377

(210) 653-7121 (Fax)

SERVICE REPORT

CPS Work Order #: 113061	Customer P.O. #: —	CPS Technician: JP	Date: 6/15/11
Customer: Hay County Juvenile Center	Customer Contact: Sandy King	Phone: (512) 644-4657	E-Mail or Fax:
Site Location: (Street, City, ST, Zip) 2250 Clovis Barker Rd. San Marcos TX			
Generator Make: Generac	Generator Model #: 20A02337-5	Generator S/N: 2057505	Spec #: —
Engine Make: Generac	Engine Model #: 92460	Engine S/N: —	Engine liter: —
Transfer Switch Make: Generac	Transfer Switch Model #: 204-02337-4	Transfer Switch S/N: 27308	Other ID: —
Fuel Type: N/G LP LPG		KW: 125	
Voltage: 480		Phase: 3P	

Description of work performed

Drive to site spoke w/ contact. Trouble shot unit and found that the Battery charger was burnt out. and battery was dead. Customer wanted to try and replace charger only but after trying to jump Battery. ~~the~~ The Battery would not hold the charge, and would not start. Let customer know what I had found. Sandy gave me the ok to replace the Battery as well. Sprayed terminal protectant. Tested wires Voltage and started unit. Unit ~~ran~~ ran with no issues unit in auto job complete.

FLAT RATE CODES

QTY	Code	Description	QTY	Code	Description
1	2022A	Standard.	58	2021D	mileage
1	6682	Charge R+r			
1	6667	Group 4D R+r			
1	6670	Terminal protect.			
1	2022A	Travel Labor			

MATERIALS

QTY	Part #	Description	Source	QTY	Part #	Description	Source
1	16102	Battery Charger	T37				
1	4D	Battery	T37				

Customer Signature:

X **Sandy King**

Customer Printed Name:

X **SANDY KING**

All service is subject to applicable sales taxes, environmental, supplies, freight, and emergency minimum call out fees.

Clifford Power Systems, Inc. is pleased to be a warranty service provider for many manufacturers in the power generation industry. In order to ensure quick and accurate processing of any applicable warranty claim/s, please verify the unit information above. By signing this Service Report, you as our customer are indicating you understand the determination of warranty coverage is at the sole discretion of the manufacturer and that you and/or your company accepts full responsibility for the costs of all service performed should a warranty claim, if applicable, be denied by the manufacturer for any reason.

www.cliffordpower.com



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

MEMORANDUM

July 11, 2011

To: **Brett Littlejohn – Juvenile Detention Center**

From: **Bill Herzog, CPA**

Hays County Auditor

Please find the attached invoice dated 6/24/11 from Clifford Power Systems, Inc. totaling \$514.82. This invoice was submitted to the Auditor's office for payment without the issuance of a Purchase Order. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more on or before the date of the invoice. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure



P.O. Box 581807
Tulsa, OK 74158-1807
918 836-0066

Power Systems, Inc.

Invoice

Invoice Number: S113229-IN
Invoice Date: 6/24/2011
Tax Schedule: TX4
Job Number: 0113229
Order Date
Salesperson: EPM
Customer Number: 00-0077957

Sold To:
COUNTY OF HAYS, TX
111 E SAN ANTONIO ST. STE 100
ATTN: ACCOUNTS PAYABLE
SAN MARCOS, TX 78666

Ship To:
HAYS COUNTY JUVENILE CENTER
2250 CLOVIS BARKER RD.
SAN MARCOS, TX 78666

Confirm To:
PAT WILEY

Comment:
TROUBLE CALL

Customer P.O.

Terms
NET DUE ON RECEIPT

Model #: 20A-02337-S
Serial #: 2057509

Service Date: 06/20/2011

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount	Tax Class
--- SVC JOB 0113229 --- 06/20/2011 RSW - RESPONDED TO TROUBLE CALL. SPOKE WITH CONTACT. REMOTE ANNUNCIATOR UNIT WAS SHOWING TO BE IN ALARM FOR EMEGENCY STOP AND UNIT WOULD NOT TUN. FIAGNOSED AND FOUND UNIT TO BE LOW ON OIL. TOPPED OFF OIL/COOLANT LEVELS AND TESTED. UNIT RAN TO RECOMMENDATIONS UNDER NO LOAD @ 153 DEGREES AND 83 OIL PSI. TESTED MULTIPLE TIMES AND LOOKED FOR LEAKS, NONE FOUND. THE RADIATOR IS CLOGGED AND RECOMMEND POWER WASHING. CONTACT DECLINED QUOTE, CUSTOMER WILL POWER WASH RADIATOR. WORK COMPLETE.							

Remit To: P.O. Box 875500
Kansas City, MO 64187-5500

Net Invoice:	514.82
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	514.82



SERVICE REPORT

Power Systems, Inc.

Tulsa, OK (918) 836-0066
Oklahoma City, OK (405) 949-2332
Little Rock, AR (501) 907-5884
Dallas/Fort Worth, TX (817) 640-5544
Longview, TX (903) 291-8305
Austin, TX (512) 477-6937
San Antonio, TX (210) 333-0377
(918) 836-0094 (Fax) (405) 842-4864 (Fax) (501) 907-4702 (Fax) (817) 453-0219 (Fax) (903) 291-8327 (Fax) (512) 477-6938 (Fax) (210) 653-7121 (Fax)

SERVICE REPORT

CPS Work Order #:	Customer P.O. #:	CPS Technician:	Date:
113229		RICHARD W.	6-20-11
Customer:	Customer Contact:		Phone:
HAYS COUNTY JUVENILE CENTER	BRETT LITTLE/STAN/SANDY		512-644-4657
Site Location: (Street, City, ST, Zip)			
2250 CLOVIS BARKER RD., SAN MARCOS, TX, 78666			
Generator Make:	Generator Model #:	Generator S/N:	Spec #:
GENERAC	20A-02337-S	2057509	SD125-43650D18
Engine Make:	Engine Model #:	Engine S/N:	Engine liter:
GENERAC	92460		5.0L
Transfer Switch Make:	Transfer Switch Model #:	Transfer Switch S/N:	Other ID:
GENERAC	20A-02337-W	27308	200A
			Voltage:
			480
			Phase:
			3

Description of work performed

ARRIVE ON SITE AND SPOKE WITH CONTACT → ON REMOTE ANNUNCIATOR UNIT WAS SHOWING TO BE IN ALARM FOR EMERGENCY STOP AND UNIT WOULD NOT RUN - DIAG. → AND FOUND UNIT TO BE LOW ON OIL
- TOPPED OF OIL/COOLANT LEVELS AND TEST → UNIT RAN TO RECOMMENDATIONS UNDER NO LOAD @ 153°F AN 83 OIL PSI. TURN UNIT OFF AND TEST AGAIN AND TEST FOR LEAKS → NO LEAKS FOUND.
- UNITS RADIATORS ARE CLOGGED AND RECOMMEND POWER WASHING → QUOTE
- LEFT UNIT IN AUTO WITH BREAKER CLOSED
- CONTACT SAID HE WILL POWER WASH RADIATORS → DECLINED QUOTE

FLAT RATE CODES

QTY	Code	Description	QTY	Code	Description
1	2028A	LABOR/DIAG			
80	2021E	MILEAGE			
2	2022A	TRAVEL			

MATERIALS

QTY	Part #	Description	Source	QTY	Part #	Description	Source
1	15W-40	OIL	T-62				
1	ELC	COOLANT	T-62				

Customer Signature: *Sandy King*

Customer Printed Name: SANDY KING

All service is subject to applicable sales taxes, environmental, supplies, freight, and emergency minimum call out fees.

Clifford Power Systems, Inc. is pleased to be a warranty service provider for many manufacturers in the power generation industry. In order to ensure quick and accurate processing of any applicable warranty claim/s, please verify the unit information above. By signing this Service Report, you as our customer are indicating you understand the determination of warranty coverage is at the sole discretion of the manufacturer and that you and/or your company accepts full responsibility for the costs of all service performed should a warranty claim, if applicable, be denied by the manufacturer for any reason.

www.cliffordpower.com



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Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

July 11, 2011

To: Brett Littlejohn – Juvenile Detention Center

From: Bill Herzog, CPA

A handwritten signature in black ink, appearing to be "BH", is written over the name "Bill Herzog, CPA".

Hays County Auditor

Please find the attached invoice dated 6/28/11 from Flowers Baking Co. of San Antonio totaling \$334.84. This invoice was submitted to the Auditor's office for payment and the Requisition for the Purchase Order was done on 6/29/11, which is after the date of the invoice. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more on or before the date of the invoice. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

FLOWERS BAKING CO. OF SAN ANTONIO
P.O. BOX# 841940
DALLAS TX 75284
PHONE 2106612361

Time 13:58
Ticket #: 64555091 Date: 06/28/11
Route: 006455
Distr Name: C SCHULTE

DELIVERY TICKET/INVOICE

HAYS CO JUVENILE CTR
2250 CLOVER BARKER RD
SAN MARCOS TX 78666
Customer #: 0040163477
101419

UPC NUMBER	ITEM QTY. ITEM # DESCRIPTION	PRICE	TOTAL
------------	---------------------------------	-------	-------

Sales

007195500150	70 74010330 BTRX SAND 24 14"	1.870	130.90
007195500152	14 74015940 BTRX WHE SAN 24	2.010	28.14
007021000501	50 10026170 FLO 12 4" IN HAM	1.770	88.50
007021000544	18 10027480 FLO 16 6" CL HOT	2.030	36.54
007225001755	36 12967970 MIC 20 7" FL TOR	1.410	50.76

TOTAL UNITS	188	SALES SUBTOTAL	334.84
-------------	-----	----------------	--------

DHSSLP-FY11

070-085-99-017.5232

gmc

RECEIVED IN THE OFFICE OF
HAYS COUNTY AUDITOR
JUN 30 2011

Sales:	334.84				
Credit:	0.00				
Net Amount:	334.84	Sales Tax	0.00	Total Due	334.84

Susan M. B.
(FL 10 12.1300)





OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

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Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

July 11, 2011

To: Brett Littlejohn – Juvenile Detention Center

From: Bill Herzog, CPA

A handwritten signature in black ink, appearing to be "BHA", is written over the printed name "Bill Herzog, CPA".

Hays County Auditor

Please find the attached invoice dated 7/05/11 from Labatt Food Service totaling \$1,816.65. This invoice was submitted to the Auditor's office for payment without the issuance of a Purchase Order. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more on or before the date of the invoice. If you are unable to submit a Requisition due to the lack of funds in a general ledger account please contact the Berry James in the Auditor's office and he will inform you of what you need to do. This invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

Labatt
FOOD SERVICE
4500 INDOUSTY PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78231-0137
PHONE (210) 861-4216

HAYS COUNTY JUVENILE CENTER
ACCOUNTS PAYABLE DEPARTMENT
111 E. SAN ANTONIO ST. STE#100
SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS R BARKER RD.
SAN MARCOS, TX 78666

ACCOUNT NO. 48064
INVOICE NO. 07059
DATE 7/05
TERMED + 10

SALES PERSON

MCCALL

TAX I.D. NUMBER

0000000000000



FEDERAL ID#741598564

SPECIAL INSTRUCTIONS

4806432692

DELIVERY DATE 7/06/11

PHONE NO. 393-5220

ROUTE 258

SEQ 096

WH	DRIVER	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST. ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
		8-1076	2	72	40Z	MOTT'S APPLE SAUCE, ORIGINAL S/S	1 21136	20 34	40.
		54-7653	3	6	#10	GIFT OF NPINEAPPLE, CHUNKS NAT JUICE	1 00319	26.99	80.
		209-2500	1	6	#10	TRUERECIPPTATOES, MASH CMPLT W/VIT C	1 240132	36.53	36.
		329-5748	2	200	0.5 OZ	SALSA DELSAUCE, PICANTE 1/2 OZ	1 200017	9.15	18.
		344-5688	1	6	22 OZ	SHAWNEE GRAVY, FF PEPPERED	1 10565	14.68	14.
		344-5692	1	6	13 OZ	SHAWNEE GRAVY, FF BROWN	1 10569	16.12	16.
		344-9634	1	200	9 GM	AMERICANASAUCE, TARTAR 9GM	1 300250	6.26	6.
		415-2088	1	2	10 LB	ZEREGA'S PASTA, MACARONI, ELBOW	1 408001	13.85	13.
		417-5925	1	1	20 LB	DB MAC THIN SPAGHETTI	1 23006	15.55	15.
		465-5585	1	100	1.5 OZ	AMERICANASYRUP, POUCH 1.5 OZ TABLE	1 200228	7.00	7.
		817-2163	2	64	2.25 OZ	YOPLAIT YOGURT, GOGURT STRAWBERRY	5 342163	22.27	44.
		852-3647	2	1	1000CT	WALLACE SPORK, MEDWT PP WHITE	2 003647	7.30	14.
		885-6024	3	15	2 LB	REMBRANDTEGGS, WHOLE W/CITRIC	5 81151	47.97	143.
		891-5412	1	1	1000 CT	WALLACE SPOON PP MED WHITE	2 02202	7.30	7.
		897-9135	4	90	1.62 OZ	FERNANDONSENCHILADAS, CHEESE	5 43312	26.35	105.
		907-7835	1	1	30 LB	ANACAPA STRAWBERRIES, SLICED 4+1	5 18430	31.67	31.
		908-4332	2	1	20 LB	CLASSIC CARROTS, SMOOTH SLICED		13.31	26.
						*** 10 CANNED AND DRIED- FRUIT	**		
		1-6519	1	6	#10	LUCKY LF APPLES, SLICED WATER PAK	10 330574	28.24	28.
		8-1042	1	72	4 OZ.	LUCKY LF APPLE SAUCE-STRAWBERRY	10 211493	00	
		10-5262	1	6	#10	SENECA APRICOTS, HALF LT SYR	10 692111	31.86	31.
		21-7521	1	6	#10	CELEBRITYMANDARIN ORANGES, WH SEC, LS10	10 04297	23.81	23.
		44-2269	1	6	#10	SENECA PEACHES, DICED CHO LT SYRP	10 992433	27.66	27.
		48-0202	2	6	#10	SNOKIST PEARS, DICED LIGHT SYRUP	10 74097	32.04	64.
		56-6860	2	6	#10	PACKER TROPICAL FRUIT SALAD	10 99005	29.22	58.
						*** 17 JELLIES AND SYRUP	**		
		451-8102	1	6	5 LB	FISHER PEANUT BUTTER CREAMY	17 591658	33.55	33.

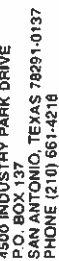
THIS INVOICE DUE AND PAYABLE IN SAN ANTONIO, BEXAR COUNTY, TEXAS
ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1 1/2% PER MONTH (ANNUAL RATE OF 18%)
ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT

Credits resulting from this invoice must be applied by the customer within one year to
be honored. Statements are posted at www.labatt.com, call 1-800-324-9732 x2411
for access.

ACCEPTED
BY X

INVOICE
TOTAL

CUSTOMER COPY #2



○ ○ ○ ○ ○ ○ ○ ○ ○ ○

SAN MARCOS, TX 78666

TERM 7/05
EOM + 10

DUE
DATE: 3/10/20

FEDERAL ID#741589564

SPECIAL INSTRUCTIONS

4806432692



WH	DRIVER	L. N	W. S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
								*** 21 SAUCES GRAVY MIXES	**		
								LITTLE PISAUCE, BARBEQUE 608040110	21 01100	16.75 C	16.
								*** 28 CEREALS(HOT/COLD)	**		
								GEN MILLS CEREAL, HONEY NUT CHEERIOS	28 11918	21.82 C	43.
								GEN MILLS CEREAL, RICE CRUNCHINS	28 11997	21.82 C	43.
								GEN MILLS CEREAL, COUNTRY CORN FLAKES	28 11968	18.73 C	18.
								RALSTON OATS, QUICK 03681	28 62022	28.89 C	28.
								*** 29 CHIPS COOKIES CANDY SNACKS	**		
								NABISCO HONEY GRAHAM CRACKERS	29 201351	32.39 C	32.
								NABISCO CRACKERS PREMIUM SALTINE	29 500150	16.55 C	16.
								NABISCO VANILLA WAFERS	29 700915	17.57 C	17.
								*** 57 JUICES AND BEVERAGES	**		
								VITA FRESJUICE, ORNG PINEAP CART 100%57	57 02415	12.11 C	24.
								VITA FRESJUICE, APPLECHERRY CRTN 100%57	57 02426	10.28 C	20.
								VITA FRESJUICE, APPLE CARTON 100%	57 02403	8.14 C	16.
								VITA FRESJUICE, ORANGE CARTON 100%	57 02401	12.12 C	24.
								*** 59 EGGS/DAIRY/CHEESE/PREPA SALADS	**		
								VENTURA MARGARINE, PRINTS NTF	59 113408	.00 C	
								VENTURA MARGARINE	59 610206	17.26 C	17.
								*** 60 CHICKEN / TURKEY	**		
OUT	10F	1	38	R 814-4556		30	1 LB				
				R 814-5623	1	30	1 LB				
					4	250	6	ADVANCE CHICKEN on CHAIN	60 480229	INVOICE C	71.1

7. ALL INVOICES DUE AND PAYABLE MUST BE PAID WITHIN 15 DAYS OF THE DATE OF THE INVOICE. ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1% PER MONTH. ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT OF THE GOODS.

WHITE W/ESP 60 480229
 ACCEPTED BY X
 CHICKEN ON CHAIN
 1-800-324-8732 x7411
 www.baldford.com

CUSTOMER COPY #2

Labatt

FOOD SERVICE
4500 INDUSTRY PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78291-0137
PHONE (210) 561-4216

HAYS COUNTY JUVENILE CENTER
ACCOUNTS PAYABLE DEPARTMENT
111 E. SAN ANTONIO ST. STE#100
SAN MARCOS, TX 78665

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS R BARKER RD.
SAN MARCOS, TX 78666

ACCOUNT NO 48064
INVOICE NO 07059
DATE 7/05
TERMED + 10
DUE DATE 8/10/20

SALES PERSON

MCCALL

TAX ID NUMBER

0000000000000



FEDERAL ID#74159564

SPECIAL INSTRUCTIONS

4806432692

DELIVERY DATE 7/06/11
PHONE NO 393-5220
ROUTE 258
SEQ 096

WH	DRIVER	L N	W S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
								*** 61 PORK	***		
				547-1052	3	12	1 LB	JENNIE-O TRKY COMBO PACK BCL, SAL, HAM 61	20950	27.96	83.28
				894-5545	2	100	2 50Z	ADVANCE PATTY, PORK RIB FLMBRLD FC 61	200867	27.04	54.08
								*** 62 BEEF	***		
				894-1403	1	114	30Z	ADVANCE STEAK, SALISBURY CHRBRL W/VP62	501096	44.98	44.98
				895-1352	4	160	.97 OZ	ADVANCE FINGER, BRD BEEF W/VPP CN FC62	300435	17.07	68.28
				895-9033	1	4	5 LB	SADLERS BBQ, CHOPPED BEEF W/TVP CN 62	204261	37.59	37.59
								*** 75 FROZEN VEGETABLES AND FRIES	***		
				909-0383	2	1	20 LB	GARDEN FRBROCCOLI CUTS	75 47178	13.42	26.84
				909-5623	2	1	20 LB	GARDEN FRPEAS, GREEN	75 47440	17.29	34.58
				909-5655	1	1	20 LB	GARDEN FRBLEND, MIXED VEGETABLE 5-WAY75	47370	16.37	16.37
				909-8881	1	1	20 LB	GARDEN FRCAROTS, MEDIUM S/S	75 47225	00.00	00.00
								*** 79 CAKES PIES DANISH	***		
				931-0512	1	12	32 OZ	RICH'S TOPPING, READY TO WHIP N/D 79	08011	26.19	26.19
								*** 80 FROZEN BREADS AND COOKIE DOUGH	***		
				923-6720	1	180	2 OZ	BRIDGFORDROLL DOUGH, HONEY WHT BAKERY80	700323	23.20	23.20
				933-0012	1	144	1.5 OZ	MRS BUTTEFRENCH TOAST	80 646003	22.72	22.72
								*** 90 PAPER GOODS	***		
				729-3004	1	1000	EACH	DART CUP, STYRO 8 OZ (L# 8JL) 90	8JB	17.57	17.57
				729-4507	1	1000	EACH	DART CUP, STYRO 12 OZ (L#12JL) 90	12J12	24.90	24.90

THIS INVOICE DUE AND PAYABLE IN SAN ANTONIO, BEAR COUNTY, TEXAS.
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Credits resulting from this invoice must be applied by the customer within one year, to be honored. Statements are posted at www.labattfood.com: call 1-800-324-8732 x2411 for access

ACCEPTED BY X

INVOICE TOTAL

CUSTOMER COPY #2

Labatt
FOOD SERVICE
 4500 INDUSTRY PARK DRIVE
 P.O. BOX 137
 SAN ANTONIO, TEXAS 78291-0137
 PHONE (210) 661-4216

HAYS COUNTY JUVENILE CENTER
 ACCOUNTS PAYABLE DEPARTMENT
 111 E. SAN ANTONIO ST. STE#100
 SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
 2250 CLOVIS R BARKER RD
 SAN MARCOS, TX 78666

ACCOUNT NO 48064
 INVOICE NO 07059
 DATE 7/05
 TERM EOM + 10

SALES PERSON

MCCALL

TAX I.D. NUMBER

000000000000



FEDERAL ID#741599584

DUE DATE 6/10/20

WH	DRIVER	L N S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
							*** 96 PRODUCE			
			780-4154	1	1	5 LB	CITRUS	25757	4.32	4.32
			780-4118	1	5	3 CT	LEMON 165 CT *		14.53	14.53
			781-5119	1	1	6 CT	CANTALOUPE 15-18 CT		2.25	2.25
			781-5224	1	1	6 CT	CILANTRO *		5.09	5.09
			782-0564	1	200	1.6 OZ	CELERY *		25.00	25.00
							BABY MINI CARROTS 1.6 OZ			
							CELERY *			
							CARROT			
							WEIGHT			
							CUBE			
							14			
							8.2			
							1.3			
							3.0			
							3.8			
							8.2			
							1.1			
							1.2			
							10.7			
							2.4			
							6.0			
							31.0			
							40.6			
							72.4			
							84.8			
							106.0			
							26.1			
							39.0			
							16.2			
							60.5			
							4.0			
							87			
							1,747.3			
							74.5			
							1,816.65			
							AMOUNT			
							249.94			
							21.90			
							188.45			
							163.69			
							234.09			
							33.55			
							16.75			
							134.90			
							66.51			
							85.30			
							17.26			
							71.84			
							137.96			
							150.85			
							77.79			
							26.19			
							45.92			
							42.47			
							51.29			
							1,816.65			

PRICE CLASS

ORY GROCERY

FOOD PREP

REFRIGERATED

FROZEN

10 CANNED AND DRIED FRUIT

17 JELLIES AND SYRUP

21 SAUCES GRAVY MIXES

28 CEREALS (HOT/COLD)

29 CHIPS COOKIES CANDY SNACKS

57 JUICES AND BEVERAGES

57 EGGS/DAIRY/CHEESE/PREPA SALADS

60 CHICKEN / TURKEY

61 PORK

62 BEEF

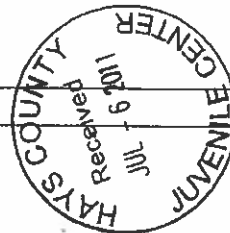
75 FROZEN VEGETABLES AND FRIES

79 CAKES PIES DANISH

80 FROZEN BREADS AND COOKIE DOUGH

90 PAPER GOODS

96 PRODUCE



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 for access

ACCEPTED BY X *[Signature]*

480649 07059091

CUSTOMER COPY #16016

INVOICE TOTAL 1,816



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

July 11, 2011

To: Brett Littlejohn – Juvenile Detention Center

From: Bill Herzog, CPA

A handwritten signature in black ink, appearing to be "BH", is written over the name "Bill Herzog, CPA".

Hays County Auditor

Please find the attached invoice dated 6/28/11 from Labatt Food Service totaling \$1,604.94. This invoice was submitted to the Auditor's office for payment and the Requisition for the Purchase Order was not done until 6/29/11, which is after the invoice date. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more on or before the date of the invoice. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

Labatt

FOOD SERVICE
4500 INDUSTRIAL PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78201-0137
PHONE (210) 681-4216

HAYS COUNTY JUVENILE CENTER

ACCOUNTS PAYABLE DEPARTMENT

111 E. SAN ANTONIO ST. STE#100

SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER

2250 CLOVIS R BARKER RD.

SAN MARCOS, TX 78666

ACCOUNT NO 48064

INVOICE NO. 06281

DATE

6/25

TERMIN + 10

DUE DATE 7/10/20

SALES PERSON

MCCALL

TAX I.D. NUMBER

000000000000



FEDERAL ID#741590564

TAX ID NUMBER				SPECIAL INSTRUCTIONS				DELIVERY DATE		PHONE NO.		ROUTE		SEQ	
00000000000000000000				4806428312				6/29/11		393-5220		258		074	
WH	DRIVER	L	N	W	S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST ITEM NUMBER	UNIT PRICE	EXTENDED PRICE		
		1	D			241-5321	1	4	32 OZ	KNORR BASE, VEG LIQUID CONCENTRATE	1 714545	31.08	31.		
		2	D			329-5749	4	200	0.5 OZ	SALSA DELSAUCE, PICANTE 1/2 OZ	1 200017	9.15	36.		
		3	D			347-4184	1	200	12 GM	PPI DRESSING, BM RANCH FFREE 12G	1 700012	9.99	9.		
		4	D			417-1819	1	1	10 LB	ZEREGA'S PASTA, EGG NOODLES 1/4" MED	1 003020	11.93	11.		
		5	D			417-5929	1	1	20 LB	OR MAC THIN SPAGHETTI	1 230006	15.55	15.		
		6	D			423-1008	1	1	50 LB	FALCON RICE, LONG GRAIN 4% POLYBAG	1 60050	19.62	19.		
		7	D			423-2022	1	1	50 LB	FALCON RICE, LONG GRAIN 103 (15%)	1 62950	18.63	18.		
		8	D			455-1119	1	320	1 OZ	OTIS SPUNCOOKIE DOUGH, CHOC CHIP (V)	1 058100	26.44	26.		
		9	D			455-1131	1	320	1 OZ	OTIS SPUNCOOKIE DOUGH, OMEAL RASIN (V)	1 158103	26.24	26.		
		10	D			465-5589	4	100	1.5 OZ	AMERICANASYRUP, POUCH, 1.5 OZ TABLE	1 200228	6.67	26.		
		11	D			658-4450	2	96	BOWL	KELLOGGS CEREAL, R/S FROSTED FLAKES	1 21861	37.69	75.		
		12	D			852-3647	2	1	100OCT	WALLACE SPORK, MEDWT PP WHITE	2 003647	7.30	14.		
		13	R			885-6024	2	15	2 LB	REMBRANDTEGGS, WHOLE W/CITRIC	5 81151	47.97	95.		
										*** 10 CANNED AND DRIED FRUIT	***				
		14	D			44-2269	1	6	#10	SENECA PEACHES, DICED CHO LT SYRP	10 992433	27.66	27.		
		15	D			56-6860	2	6	#10	PACKER TROPICAL FRUIT SALAD	10 99005	29.22	58.		
										*** 14 SPICES	***				
		16	D			631-3069	1	24	26 OZ	FLAVOR HSSALT, IODIZED, 24/26 ROUNDS	14 669	10.40	10.		
										*** 15 CAKE MIXES MUFFIN MIXES	***				
		17	D			407-1110	1	6	5 LB	CMJ CAKE MIX, YELLOW	15 12002	22.90	22.		
										*** 17 JELLIES AND SYRUP	***				
		18	D			451-8102	1	6	5 LB	FISHER PEANUT BUTTER CREAMY	17 591658	33.55	33.		

51

THIS INVOICE DUE AND PAYABLE IN SAN ANTONIO, BEXAR COUNTY, TEXAS
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for access

ACCEPTED
BY X

INVOICE
TOTAL

CUSTOMER COPY #2

Labatt
FOOD SERVICE
4500 INDUSTRY PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78281-0137
PHONE (210) 661-4216

HAYS COUNTY JUVENILE CENTER
ACCOUNTS PAYABLE DEPARTMENT
111 E. SAN ANTONIO ST. STE#100
SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS R BARKER RD.
SAN MARCOS, TX 78666

ACCOUNT NO. 48064
INVOICE NO. 06281
DATE 6/28
TERMIN + 10
DUE DATE 7/10/20

SALES PERSON

MCCALL

TAX ID NUMBER

000000000000



FEDERAL ID#741598504

SPECIAL INSTRUCTIONS

4806428312

WH	DRIVER	L	W	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST. ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
								*** 26 PUDDING JELLO PIE FILLINGS ***			
								*** GEHL'S PUDDING, CHOCOLATE ***	26 503251	24.21 C	48.
								*** 28 CEREALS(HOT/COLD) ***			
								GEN MILLS CEREAL, RICE CRUNCHINS	28 11997	21.92 C	43.
								GEN MILLS CEREAL, COUNTRY CORN FLAKES	28 11968	18.73 C	56.
								*** 29 CHIPS COOKIES CANDY SNACKS ***			
								AUSTIN QTCRACKERS, ZOO ANIMALS	29 48786	14.38 C	14.
								NABISCO CRACKERS PREMIUM SALTINE	29 201520	9.46 C	9.
								NABISCO HONEY GRAHAM CRACKERS	29 201351	17.63 C	17.
								NABISCO CRACKERS PREMIUM SALTINE	29 500150	16.55 C	16.
								KEEBLER COOKIES, BITESIZE VIENNA CRUMBS	13250	18.06 C	36.
								*** 57 JUICES AND BEVERAGES ***			
								VITA FRESJUICE, ORNG PINEAP CART 100%57	02415	12.11 C	24.
								VITA FRESJUICE, APPLECHERRY CRTN 100%57	02426	10.28 C	20.
								VITA FRESJUICE, APPLE CARTON 100% 57	02403	8.14 C	16.
								VITA FRESJUICE, ORANGE CARTON 100% 57	02401	12.12 C	24.
								*** 59 EGGS/DAIRY/CHEESE/PREPA SALADS ***			
								VENTURA MARGARINE, PRINTS NTF	59 113408	36.83 C	36.
								*** 60 CHICKEN / TURKEY ***			
								ADVANCE CHICKEN CHNKS, WHITE W/ISP	60 480229	17.96 C	71.

THIS INVOICE DUE AND PAYABLE TO SAN ANTONIO, BEXAR COUNTY, TEXAS
ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1% PER MONTH (ANNUAL RATE OF 18%)
ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT

ACCEPTED
BY X

INVOICE
TOTAL

CUSTOMER COPY #2

Labatt

FOOD SERVICE
4500 INDUSTRY PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78281-0137
PHONE (210) 661-4216

HAYS COUNTY JUVENILE CENTER
ACCOUNTS PAYABLE DEPARTMENT
111 E. SAN ANTONIO ST. STE#100
SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS R BARKER RD.
SAN MARCOS, TX 78666

ACCOUNT NO 48064
INVOICE NO 06281
DATE 6/28

TERMS EOM + 10
DUE DATE 7/10/20

SALES PERSON

TOTAL

TAX I.D. NUMBER

000000000000



FEDERAL ID#74159564

SPECIAL INSTRUCTIONS

DELIVERY DATE	PHONE NO	ROUTE	SEQ
6/29/11	393-5220	258	074

WH	DRIVER	L N S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
	33	F	886-9018	1	53	3 OZ	KINGS DELCHICKEN BREAST PATTY PC	60 02311	14.71 C	14.
	34	F	888-0844	1	2	10 LB	PERDUE TURKEY, GROUND	60 65009	.81 C	16.
						20.00LBS				
	35	F	547-1052	3	12	1 LB	*** 61 PORK	***		
	36	F	895-1352	3	160	.97 OZ	JENNIE-O TRKY COMBO PACK BOL, SAL, HAM	61 20950	27.96 C	83.
	37	F	882-4367	2	1	10 #	*** 62 BEEF	***		
							ADVANCE FINGER, BRD BEEF W/VPP CN FC62	300435	17.07 C	51.
							*** 63 FISH	***		
							INTERSTATPOLLOCK BRD WDGE 3.6OZ CN/UR63	012305	24.82 C	49.
							*** 75 FROZEN VEGETABLES AND FRIES	***		
	38	F	905-0574	2	6	5 LB	SIMPLOT TATER GEMS, ZGTF QVN	75 00418	17.05 C	34.
	39	F	908-1324	1	12	2 LB	CLASSIC ZUCCHINI, SLICED C/C	75 19023	23.29 C	23.
	40	F	909-0383	1	1	20 LB	GARDEN FRBROCCOLI CUTS	75 47178	13.42 C	13.
	41	F	909-2114	1	12	3 LB	GARDEN FRSPINACH, CHOPPED	75 47525	22.49 C	22.
							*** 80 FROZEN BREADS AND COOKIE DOUGH	***		
	42	F	923-6720	2	180	2 OZ	BRIDGFORDROLL DOUGH, HONEY WHT BAKERY80	700323	23.20 C	46.
	43	F	933-0011	2	144	1.27 OZ	MRS BUTTEWAFFLES JUMBO SQUARE	80 246001	14.27 C	28.
	44	F	933-0013	2	144	1.2 OZ	MRS BUTTEPANCAKES	80 346004	14.06 C	28.
							*** 90 PAPER GOODS	***		

THIS INVOICE DUE AND PAYABLE TO HAYS COUNTY JUVENILE CENTER
ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1.5% PER MONTH (ANNUAL RATE OF 18%)
ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT

INVOICE TOTAL 20.

CUSTOMER COPY #2

Labatt
FOOD SERVICE
4500 INDUSTRY PARK DRIVE
P.O. BOX 137
SAN ANTONIO, TEXAS 78291-0137
PHONE (210) 661-4216

HAYS COUNTY JUVENILE CENTER
ACCOUNTS PAYABLE DEPARTMENT
111 E. SAN ANTONIO ST. STE#100
SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
2250 CLOVIS R BARKER RD.
SAN MARCOS, TX 78666

ACCOUNT NO. 48064
INVOICE NO. 06281
DATE 6/28
TERMIN + 10
DUE DATE 7/10/20

SALES PERSON

TOLL CALL

TAX ID NUMBER

000000000000



FEDERAL ID#74159664

SPECIAL INSTRUCTIONS

4806428312

DELIVERY DATE	PHONE NO	ROUTE	SEQ
6/29/11	393-5220	258	074

WH	DRIVER	L N	W S	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST. ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
	46	D		777-1256	1	1000	EACH	DIXIE KNIFE PP MED WHITE	90 35091	13.75	13
								*** 96 PRODUCE ***			
	47	R		980-3529	1	4	5 LB	CABBAGE COLESLAW W/CAR & RD CAB	95	15.33	15
	48	D		980-4154	1	1	5 LB	CITRUS LEMON 165 CT *	95 25757	4.12	4
	49	R		980-6118	1	5	5 CT	MELON CANTALOUPE 15-18 CT	95	11.50	11
	50	D		980-8056	1	5	10 LB	ONION UNION YELLOW MEDIUM	95	14.94	14
	51	D		980-9203	2	1	5 LB	PEPPER PEPPER BELL GRN CHOICE*	95	3.62	7
	52	R		981-5119	1	1	6 CT	HERB CILANTRO *	95	2.44	2
	53	R		981-5226	2	1	6 CT	CELERY CELERY *	95	5.19	10
	54	D		981-5341	1	8	5 LB	CUCUMBER CUCUMBER	95	17.13	17
	55	R		981-5812	1	3	6 OZ	VEGETABLE RADISHES 3-6 OZ BAGS *	95	2.32	2
	56	R		982-0564	3	200	1.6 OZ	CARROT BABY MINI CARROTS 1.6 OZ	95	25.00	75
PRICE CLASS									AMOUNT		
DRY GROCERY									245.86		
FOOD PREP									14.60		
REFRIGERATED									75.94		
FROZEN									52.68		
10 CANNED AND DRIED FRUIT									86.10		
14 SPICES									10.40		
15 CAKE MIXES									22.90		
17 JELLIES AND SYRUP									33.55		
26 PUDDING JELLO PIE FILLINGS									48.42		
28 CEREALS (HOT/COLD)									99.83		
29 CHIPS COOKIES CANDY SNACKS									94.14		
57 JUICES AND BEVERAGES									95.30		
59 EGGS/DAIRY/CHEESE/PREPA SALADS									36.83		
60 CHICKEN / TURKEY									102.75		
TOTAL TAX 8.125%									TOTAL TAX 8.125%		

THIS INVOICE DUE AND PAYABLE IN SAN ANTONIO, TEXAS
ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1.7% PER MONTH (ANNUAL RATE OF 18%)
ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT

ACCEPTED BY X *[Signature]*

INVOICE TOTAL

CUSTOMER COPY #2

Labatt
FOOD SERVICE
 4500 INDUSTRY PARK DRIVE
 P.O. BOX 137
 SAN ANTONIO, TEXAS 78291-0137
 PHONE (210) 661-4216

HAYS COUNTY JUVENILE CENTER
 ACCOUNTS PAYABLE DEPARTMENT
 111 E. SAN ANTONIO ST. STE#100
 SAN MARCOS, TX 78666

HAYS COUNTY JUVENILE CENTER
 2250 CLOVIS R BARKER RD.
 SAN MARCOS, TX 78666

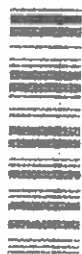
ACCOUNT NO. 480649
 INVOICE NO. 06281
 DATE 6/28
 TERMS 20M + 10
 DUE DATE: 7/10/20

SALES PERSON

MCCALL

TAX I.D. NUMBER

00000000000000000000



FEDERAL ID#741596564

SPECIAL INSTRUCTIONS

4806428312

WH	DRIVER	L N	LABATT ITEM NUMBER	QUANTITY	PACK	SIZE	LABEL DESCRIPTION	VENDOR/CUST. ITEM NUMBER	UNIT PRICE	EXTENDED PRICE
61	PORK					61	39.0	1.3	3	83.88
62	BEEF					62	31.4	1.8	3	51.21
63	FISH					63	24.0	1.1	2	49.64
75	FROZEN VEGETABLES AND FRIES					75	152.8	5.8	5	93.30
80	FROZEN BREADS AND COOKIE DOUGH					80	94.8	5.0	6	103.06
90	PAPER GOODS					90	16.2	1.1	2	34.15
96	PRODUCE					96	228.1	12.8	14	160.40
							1,650.5	74.2	91	1,604.94

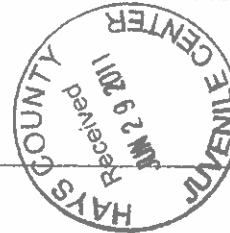
Project # DHKSLP FY11

Contract #

G/L Acct # 070-085-99-017.5301

5233

28.35
 1,576.59 gml



THIS INVOICE DUE AND PAYABLE IN SAN ANTONIO, BEXAR COUNTY, TEXAS
 ALL PAST DUE INVOICES ARE SUBJECT TO A SERVICE CHARGE AT 1 1/2% PER MONTH (ANNUAL RATE OF 18%)
 ALL CLAIMS FOR SHORTAGES OR DAMAGES MUST BE MADE UPON RECEIPT

480649 06281510

CUSTOMER COPY #2

ACCEPTED BY X *[Signature]* FISH DEALERS LICENSE # 14015

INVOICE TOTAL 1,604



COPY

OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

July 20, 2011

To: Brett Littlejohn – Juvenile Detention Center

From: Bill Herzog, CPA

A handwritten signature in dark ink, appearing to be "BHA", is written over the printed name "Bill Herzog, CPA".

Hays County Auditor

Please find the attached invoice dated 7/5/11 from Avatt Services, Inc. totaling \$503.37. This invoice was submitted to the Auditor's office for payment with a Purchase Order that is dated after the invoice. In accordance with County policy, a purchase order must be issued on or before the invoice date for all invoices totaling \$300 or more on or before the date of the invoice. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

AVATT SERVICES, INC.

340 CR 260
 Liberty Hill, Tx 78642
 Ph: 512-515-5580
 Fax: 512-515-6829
 TACLA26518C
 TECL26042

INVOICE**DATE**

7/5/2011

INVOICE #

0000006744

CUST #

0000137

BILL TO:

Hays County Purchasing Department
 Hays County Auditor's Office
 111 E San Antonio St Ste 100
 San Marcos TX 78666

SHIP TO:

Hays County Purchasing Department
 Sandy King
 512-393-5220*212
 San Marcos TX 78666

03

PURCHASE ORDER		TERMS	SALES PERSON	
#1822		NET 30	Ricky T	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
	7/15/2011 10:20:01 AM - ALPHA DORM: Ductwork pulled loose. Lift and screw angle to ductwork, then to unit. Fix both supply and return, re-seal all around ductwork.			
1.00	HARCCWI181			
3.00	BTB2	39.12	39.12	
40.00	MMANGLE112	1.35	4.05	
1.00	DDY14345	1.35	54.00	
1.00	MISC	23.20	23.20	
7.00	TAPE	5.00	5.00	
	Hays county labor rate	54.00	378.00	
TOTAL			\$503.37	

Texas Department of Licensing and Regulation
 P.O. Box 12157, Austin Texas 78711-2157
 800-803-9202 OR 512-463-6599
<http://www.license.state.tx.us>

[Total Work]

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: RM 967 at Ruby Ranch Road: Discussion and possible action to authorize completion of design and let the project for construction.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$750,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Road Bond Program

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

The intersection of RM 967 and Ruby Ranch Road was identified as an intersection which warranted safety improvements as part of the 2008 road bond program. However, this project was identified as one that would only be authorized as funding became available.

In September of 2010, Commissioners Court approved funding for design phase services only. This permitted designs to advance as the Court continued to monitor the bond program budget.

On February 15, 2011 Commissioners Court approved execution of an advanced funding agreement (AFA) with the Texas Department of Transportation (TxDOT) which identified the source of construction funding as the 2008 Priority Road Bond Program in order to advance design and obtain TxDOT reviews. This item also stipulated that further action was required by the Court to release the plans and specifications for construction letting.

At this time, with the current program reserves that have been identified to date due to TxDOT providing CE&I services and favorable construction bids received, it is recommended that the Commissioner's Court approve release of the project for construction as soon as plans are complete and have been approved by TxDOT.

The current estimated construction cost for safety improvements at RM 967 and Ruby Ranch Road is approximately \$750,000.

Funds are available within the 2008 road bond program budget.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute a Master Services Agreement between Hays County and Securus Technologies, Inc. for the implementation of inmate-related applications.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CUTLER

SPONSORED BY: COBB

SUMMARY: Securus Technologies, Inc. will license the use of space in the Law Enforcement Center to make inmate-related applications (e.g. telephones, electronic mail equipment, etc.) available to the jail population. In addition to receiving a technology fund in the amount of \$40,000, the County will receive a 58% commission on gross revenues under the contract.

DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute a Master Services Agreement between Hays County and Securus Technologies, Inc. for the implementation of inmate-related applications.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$ N/A

LINE ITEM NUMBER: N/A

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: This contract generates revenues. I recommend that the contract be with "Hays County" rather than "Hays County Law Enforcement Center". Commission Checks should be delivered to 111 East San Antonio St. rather than 102 N LBJ. The Commissioner's Court should approve any expenditures relating to the \$40,000 for technology equipment. Sufficient backup should accompany the commission checks to allow the County to verify the accuracy of the commissions earned. The County should have the right to audit the vendor records.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:



Master Services Agreement
HAYS COUNTY LAW ENFORCEMENT CENTER (TX)
A300612
Option A

This Master Services Agreement (this "Agreement") is by and between HAYS COUNTY ("you," or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of February 16, 2012 or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 2 successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality

Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order, the Office of the Attorney General, or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court

order, Attorney General Ruling, or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it may receive from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at Provider's sole cost and expense and within Provider's sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without Provider's prior written consent, and you are required to provide reasonable, non-monetary assistance with Provider's defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other

party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> HAYS COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><u>Customer's Notice Address:</u></p> <p>1307 OLD UHLAND RD SAN MARCOS, TX 78666</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: _____</p> <p><u>Provider's Notice Address:</u></p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel</p> <p>Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u></p> <p>14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

HAYS COUNTY LAW ENFORCEMENT CENTER (TX)

A300612

Option A

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and the HAYS COUNTY LAW ENFORCEMENT CENTER ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on True Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. True Gross Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

Technology Grant. Upon Customer's execution of the Agreement—and provided Customer executes the Agreement on or before December 31, 2011—we will provide Customer with a fund in the amount \$40,000.00 from which Customer may draw to pay for technology services or equipment purchased by Customer from third-party vendors. The fund will be furnished and may be used for purchases made during the Initial Term. Any amount remaining in the fund at the expiration of the Initial Term or earlier termination of this Agreement are forfeited and shall no longer be available. All Technology Grant payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the payment has been made to the fund.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
HAYS COUNTY LAW ENFORCEMENT CENTER 1307 OLD UHLAND RD SAN MARCOS, TX 78666	SCP	Single: 58%*	True Gross Revenue	102 NORTH LBJ DRIVE SAN MARCOS, TX 78666

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP
Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative

user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*.

1. **Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer

satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

SECURE INSTANT MAIL™

DESCRIPTION:

Secure Instant Mail™ provides Friends and Family members the ability to send secure electronic messages from any PC connected to the internet.

Facility Responsibilities: The facility is responsible for having a PC connected to the internet and printer to accept incoming Secure Instant Mail messages. To process outgoing electronic messages, the facility will also be responsible for having a fax.

Compensation. The parties acknowledge that the sender will pay a transaction fee per electronic transaction for each incoming message of \$0.60 for first 2 pages with \$0.30 per additional page. The end user (sender) is required to set up a prepaid account on the www.secureinstantmail.com website to use the Secure Instant Mail™ service. Provider will deduct said transaction fees from the Friends and Family member's prepaid account. The Provider agrees to pay Customer on a quarterly basis \$0.10 per message transaction collected by Provider. All Secure Instant Mail payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Exhibit A: Customer Statement of Work
HAYS COUNTY LAW ENFORCEMENT CENTER (TX)
A300612
Option A

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and HAYS COUNTY ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 2 years. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> HAYS COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

**14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300**

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Amendment to the real property lease between SM Leasing, Inc. and Hays County, related to space for the Maintenance Department.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$2,985.30 per month

LINE ITEM NUMBER OF FUNDS REQUIRED: Already Budgeted

REQUESTED BY: KENNEDY

SPONSORED BY: COBB

SUMMARY: Jim Pendergast with SM Leasing has agreed to extend the existing lease and allow it to convert to a month-to-month lease, granted that both parties agree to provide at least 90 days' notice before termination. This arrangement would provide Hays County with a fixed price for the space while allowing flexibility to transition into other space arrangements should the need arise.

DESCRIPTION OF Item: Discussion and Possible Action to authorize the County Judge to execute an Amendment to the real property lease between SM Leasing, Inc. and Hays County, related to space for the Maintenance Department.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$2,985.30 per month

LINE ITEM NUMBER: 01-645-00.5742

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



SHERRI TIBBE

Criminal District Attorney

Hays County Justice Center

110 E. Martin Luther King

San Marcos, Texas 78666

(512) 393-7600 FAX (512) 393-7619

| Lease Extension Period:

| This The Lease Agreement between SM Leasing Inc. and Hays County, a political subdivision of Texas, is hereby subject modified to a month- to- month extension of the terms of the original commercial lease at the option of Tenant by agreement of the Parties, beginning April 1, 2011. Tenant may opt to extend this lease by providing written notice to Landlord at least ninety (90) days in advance of the start date for the extension period. During the extension period, Tenant must pay monthly rent equal to Two Thousand Nine Hundred Eighty-Five Dollars and Thirty Cents (\$2,985.30 USD). During this extension period, Tenant or Landlord may terminate the lease during this extension period by providing Landlord or Tenant ninety (90) days' written notice of said termination.

All other terms and conditions to the original lease term will remain in force and effect.

| Lessee and Lessor hereby agree to this addendum to lease dated March 19, 2008 between SM Leasing, Inc. and Hays County, as is evidenced by their duly authorized signatures below.

Lessee-Hays County
Judge Bert Cobb, M.D.
Hays County Judge
Date: _____

Lessor-SM Leasing, Inc.
Jim Pendergast
Secretary/Treasurer
Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Amendment to the Funding Agreement between Hays County and LBJ Museum of San Marcos, Inc.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: Already Budgeted

REQUESTED BY: KENNEDY

SPONSORED BY: INGALSBE/CONLEY

SUMMARY: It was originally contemplated that LBJ Museum of SM, Inc. (the "Museum") would contract for the construction services described in the Funding Agreement. However, Hays County recently contracted for those services. In addition, the Museum inadvertently left construction services related to the elevator out of the bid package that Hays County used to execute its contract. The Museum intends to contract for those services independent of the County's contract. As a result of these modifications, changes to the Funding Agreement were needed to adequately describe the distribution of funding by the Parties. Please note that the monies committed to this project by the County have not changed.

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 provide funds for a 1999 Tahoe donated from the City of San Marcos to Hays County Constable Pct 3, in which to install a LCRA radio and graphics.

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

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$3,380

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

REQUESTED BY: Deputy Constable Ray Helm

SPONSORED BY: Commissioner Will Conley

SUMMARY:

These items are necessary to put this vehicle on the street for professional use. I would like to pay for the graphics (\$650.) out of my community projects fund, and propose the use contingency funds for the LCRA radio (\$3,380).

DESCRIPTION OF Item: Discussion and possible action to provide funds for a 1999 Tahoe donated from the City of San Marcos to Hays County Constable Pct 3, in which to install a LCRA radio and graphics.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$3,380

LINE ITEM NUMBER: 001-645-00.5399

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



Darrell W. Ayres
Constable Precinct 3 Hays County Texas

To Commissioners Court,

I am requesting some funds for equipment for a 1999 Tahoe donated to the Constable Pct.3 Office and Hays County by the City of San Marcos at no charge. We will need funds for a radio from LCRA and Graphics to strip the vehicle. This vehicle was approved for transfer by the City Council. The funds that we will be needing are; \$3380.00 for the radio and \$650.00 for graphics. Other equipment I have left over and will install myself to save money.

Sincerely yours,

Ray E Helm III
Deputy Constable, Precinct 3
Hays County, Texas

14306 Ranch Road 12, # 11 / P.O. Box 1316,
(512) 847-5532 ray.helm@co.hays.tx.us

Wimberley, Texas 78676
Fax (512) 847- 7352

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 update the Commissioners Court and staff on the status of the submittal of an application for CAMPO funding for improvements to IH-35 at Robert S. Light Boulevard and to secure a financial commitment from the County for local match to be used for early engineering and environmental costs.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: \$40,000

LINE ITEM NUMBER OF FUNDS REQUIRED: Road Bond Program

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

On June 28, 2011, former Hays County Commissioner Jeff Barton presented information on the submittal of an application for STP MM funding through CAMPO for improvements to IH-35 at Robert S. Light Boulevard (also known as the Buda Truck Bypass). The Court unanimously passed a motion to support the project and gave a commitment to fund \$40,000 as part of the local match.

Funds have been identified from RPTP Operating Budget line item for Road Materials and Supplies (020-710-00.5351), and will be given back on a pro rata basis if not spent.

DESCRIPTION OF Item: Discussion and possible action to update the Commissioners Court and staff on the status of the submittal of an application for CAMPO funding for improvements to IH-35 at Robert S. Light Boulevard and to secure a financial commitment from the County for local match to be used for early engineering and environmental costs.

PREFERRED MEETING DATE REQUESTED: July 26, 2011

COUNTY AUDITOR

AMOUNT: \$40,000

LINE ITEM NUMBER: See Budget amendment

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County.

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

PREFERRED MEETING DATE REQUESTED: July 26, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: COBB

SUMMARY:

Litigation update to be provided in Executive Session.