

**Commissioners Court -September 20, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **20th day of September, 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 September 13, 2011. COBB/GONZALEZ
3	11-15	Approval to contract with Office Depot for purchase of office supplies using the TCPN Cooperative Purchasing Network. COBB/HERZOG/MAIORKA
4	16-20	Approve renewal of contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department. INGALSBE/HARGRAVES
5	21-23	Accept donations for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project. COBB/JOHNSON
6	24-26	Amend the Budget of Road & Bridge General Fund for fuel from personnel. COBB
7	27-29	Amend the Budget of the Transfer Station for trash hauling from Countywide. COBB/PINNIX
8	30-31	Amend the Budget of Constable Pct. 1 for contract services from personnel savings. INGALSBE/PETERSON

ACTION ITEMS

ROADS

9	32-34	Discussion and possible action to approve naming a private drive in Vineyard Ridge Subdivision to Vineyard Ridge Path. WHISENANT/BORCHERDING
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SUBDIVISIONS

10	35-36	11-4-27 Blackstone Subdivision, Section One (5 Lots). Discussion and possible action to consider approval of Final Plat. WHISENANT/BOTKIN
11	37-38	11-4-25 Roadrunner Ridge Subdivision (2 lots). Discussion and possible action to consider approval of Final Plat. WHISENANT/BOTKIN
12	39-40	Discussion and possible action to allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owner(s) of portions of Lot D15, Douglas Estates Subdivision. WHISENANT/GARZA

MISCELLANEOUS

13	41-48	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). COBB/BAEN
14	49-51	Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and Tyler Technology for software licensing and professional services pertaining to the procurement of 5 electronic ticket writers for the Hays County Sheriff's Office. CONLEY/DAVENPORT
15	52-55	Discussion and possible action to approve the appointments of Ann Ikels and Lee Ikels to the Hays County Child Protective Board. COBB
16	56-63	Discussion and possible action to authorize the County Judge to execute a Grant Award from the Office of the Governor, Criminal Justice Division for the Hays County Sheriff's Office Automatic Vehicle Locator (AVL) project in the amount of \$47,265.00. COBB/CUTLER/HAUFF

17	64-70	Discussion and possible action approve the execution of an Advanced Funding Agreement (AFA) Amendment 1 with TxDot for the RM 967 at Ruby Ranch project. JONES
18	71-73	Discussion and possible action to Authorize Commercial OSSF Permit at 14401 FM 1826, Austin, TX in Precinct 4. WHISENANT/GARZA
19	74	Discussion and possible action to authorize the County Judge to execute an agreement with the City of Umland regarding subdivision and development regulation in the extraterritorial jurisdiction of Umland, pursuant to HB1445 (2001). JONES/INGALSBE
20	75-77	Discussion and possible action to approve the adjustment of the county election precinct and JP/Constable boundaries pursuant to Section 42 of the Texas Election Code. COBB/COWAN
21	78	Discussion and possible resolution to authorize legal counsel to send a notice of default and termination notice to Amerigroup Community Care related to its contract with the Hays County Personal Health Department (provider). INGALSBE/HARGRAVES
22	79-80	Discussion and possible action to authorize the County Judge to execute a Capital Improvements Agreement with the City of San Marcos and Cottonwood Creek JDR, Ltd. INGALSBE
23	81-84	Hold a public hearing at 1:30 PM on the proposed FY 2012 Hays County budget. COBB/HERZOG
24	85-86	Discussion and possible action to set the salaries and allowances for Hays County elected officials for FY 2012. COBB/HERZOG
25	87	Discussion and possible action to adopt the FY 2012 Hays County budget after making any final changes. COBB/HERZOG
26	88-89	Discussion and possible action to ratify the property tax increase reflected in the FY 2012 Hays County budget. COBB/HERZOG
27	90-92	Discussion and possible action to approve an order adopting the tax rate for FY 2012 and levy the taxes. COBB/HERZOG

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.

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.

28	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
29	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
30	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
31	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 16th day of September, 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: ☒ **CONSENT** ☐ **ACTION** ☐ **EXECUTIVE SESSION**
 ☐ **WORKSHOP** ☐ **PROCLAMATION** ☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: 9/20/11

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 OF SEPTEMBER 13, 2011.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 16TH DAY OF SEPTEMBER 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
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Associate Pastor Fred Pratt, Solid Rock Church gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

Abel Velasquez Safety Specialist introduced new Hays County employees James Blankenship, Brandon Boyd, Priscilla Cortez-Lopez, Justin Franks, Holly Hallman, Bradley Henry, Joseph Medrano, Rebecca Mullen, Jason Rogers, Mallory Slattery, Michael Stuckey, Karly Watson, Kyri Wright.

PRESENTATION BY LULAC COUNCIL 4876 "THE NEW GENERATION" TO HAYS COUNTY

Danny Crooks, Richard Anzaldua, Peter Ramirez members of LULAC presented the Court with a plaque in gratitude for the County's participation in the Los Lonely Boys concert.

PRESENTATION ON THE CAPITAL AREA FOOD BANK

Kathy Golson Sr. Director Advocacy and Public Policy of the Capital Area Food Bank of Texas presented an update on the food bank, its programs, and how it serves the citizens in Hays County. The Capital Area Food Bank serves a 21 county area. The counties served are: Bastrop, Bell, Blanco, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Gillespie, Hays, Lampasas, Lee, Limestone, Llano, McLennan, Milam, Mills, San Saba, Travis, and Williamson.

28405 PROCLAMATION DECLARING SEPTEMBER 18 THROUGH SEPTEMBER 24, 2011 AS CHILD PASSENGER SAFETY WEEK

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to declare September 18 through September 24, 2011, as Child Passenger Safety Week. All voting "Aye". MOTION PASSED

28406 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve payments of County Invoices in the amount of \$695,748.44 and add in invoice in the amount of \$1,320.00 to Jack Austin, as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28407 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 6, 2011

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court minutes of September 6, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28408 AMEND THE GOVERNMENT CENTER SECURITY BUDGET FOR UNIFORM ALLOWANCE AND HOLIDAY OVERTIME EXPENSE

Funds for the monthly uniform stipend and holiday overtime are needed for the remainder of FY2011 for the additional staff that has been hired. Funds from the uniform expense line item & staff salaries will be used to cover this amendment. Amount Required is \$3,210.00 (001-613-00.5192- Increase uniform allowance \$2,400.00; 001-613-00.5036- Increase Holiday Overtime \$810.00). A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to amend the Government Center Security budget for uniform allowance and holiday overtime expense. All voting "Aye". MOTION PASSED



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28409 APPROVE AWARD OF IFB #2011-B07 ROAD IMPROVEMENTS/HOT-MIX OVERLAY TO ASPHALT PAVING COMPANY

Purchasing received the five bids with Asphalt Paving Company providing the lowest and best bid for the project. There six road improvements are (1) Winters Mill Parkway (Drive) Pct 3 (2) Skyline Drive (part) Pct 3 (3) Elder Hill Road, CR 179 (La Ventana-RR12) Pct 4 (4) Riverhills Subdivision (Dedeke Place, Picasso Dr, Riverhills, Ruiz St) Pct 1 (5) Copper Hills Subdivision (Cooper Hills Dr, Copperleaf Trail, Copper Place, Hawk Dr) Pct 2 (6) Kyle Crossing Connector Pct 2. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve award of IFB #2011-B07 Road Improvements/Hot-Mix Overlay to Asphalt Paving Company. All voting "Aye". MOTION PASSED

28410 AMEND THE BUDGET OF CONSTABLE PRECINCT 2 FOR FUEL EXPENSES

Constable James Kohler Pct 2 office requires additional fuel, after transferring all available with his budget. Amount required is \$1,100 to 001-636-00.5271 fuel from 001-645-00.5441 Countywide Legal. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to amend the Budget of Constable Precinct 2 for fuel expenses. All voting "Aye". MOTION PASSED

28411 AMEND THE BUDGET OF JUVENILE CENTER FOR FOOD SUPPLIES FROM PERSONNEL SAVINGS

The Juvenile Center will require additional food supplies, and will need to transfer from personnel savings. Amount required \$6,500.00 to 070-685-99-017.5232 Food Supplies from 070-685-00.5160 400 Medical Insurance. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to amend the Budget of Juvenile Center for Food Supplies from Personnel savings. All voting "Aye". MOTION PASSED

28412 ACCEPT DONATIONS FOR THE HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT

The Historical Commission has received several donations for the Historical Jail Restoration Project from various entities. These funds will be used for contract services along with funds that were previously donated. Amount required \$420.00 (144-676-00.4610 contributions). A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept donations for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project All voting "Aye". MOTION PASSED

28413 APPROVE THE JULY 2011 TREASURER'S REPORT AND INVESTMENT REPORT

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve the July 2011 Treasurer's Report and Investment Report. All voting "Aye". MOTION PASSED

28414 AMEND JUVENILE PROBATION BUDGET IN ORDER TO REFLECT TJPC CONTRACT CHANGES EFFECTIVE SEPTEMBER 1, 2011 AND TO USE SAVINGS IN TRAVEL FOR CONTINUING EDUCATION

The Juvenile Probation Department has received Grants A, F, H, O, X, Y, and Z as individual awards from the Texas Juvenile Probation Commission. On September 1, 2011 these grants collapsed into one award referred to as A- State Financial Assistance. This budget amendment is required in order to properly capture the grant activity for the month of September. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to amend Juvenile Probation budget in order to reflect TJPC contract changes effective September 1, 2011 and to use savings in travel for continuing education. All voting "Aye". MOTION PASSED

28415 ACCEPT DISTRICT CLERK FEE COLLECTION REPORT FOR MAY - JULY 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept District Clerk Fee Collection Report for May - July 2011. All voting "Aye". MOTION PASSED



28416 AMEND SHERIFF OPERATING & JAIL DIVISION BUDGETS FOR REGULAR AND HOLIDAY OVERTIME PAY

Due to staffing shortages and coverage over the holidays, the Sheriff's Office and Jail will require additional overtime funds to complete this fiscal year. Funds from the Sheriff's Office salary savings and the Jail Division insurance savings will be used to cover this amendment. Amount required \$45,000.00 (\$20,000-Sheriff Operating regular overtime; \$8,000-Jail Division regular overtime, \$17,000- Jail Division holiday overtime). A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to amend Sheriff Operating & Jail Division budgets for regular and holiday overtime pay. All voting "Aye". MOTION PASSED

28417 AMEND THE BUDGET OF CONSTABLE PCT 1 FOR PURCHASE OF REPLACEMENT COMPUTER AND SUPPLIES

Constable David Peterson would like to transfer \$3,350 to Information Technology for replacement computer, monitor, and scanner and \$860 to his Law Enforcement Supplies for car seat, charger, and cones, all from personnel savings. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to amend the Budget of Constable Pct 1 for purchase of replacement computer and supplies. All voting "Aye". MOTION PASSED

28418 ADOPT THE COMPREHENSIVE FUND BALANCE POLICY FOR HAYS COUNTY AS REQUIRED UNDER GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) 54

The Governmental Accounting Standards Board released Statement 54 "Fund Balance Reporting and Governmental Fund Type Definitions, which is effective for the fiscal year ending September 30, 2011. The new Statement is intended to improve the usefulness of the amount reported in fund balance by providing more structured classifications. Under GASB 54, the County needs to formally adopt a policy for the new fund balance classification. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to adopt the Comprehensive Fund Balance Policy For Hays County As Required Under Governmental Accounting Standards Board (GASB) 54. All voting "Aye". MOTION PASSED

28419 APPROVE UTILITY PERMIT(S)

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve waterline permit #836 on Woodacre Dr. Deer Ridge Dr., Acacia Dr. and Persimmon Dr. All voting "Aye". MOTION PASSED

28420 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON CYPRESS RD, CR 225

Judge Cobb opened the public hearing. No public input was received. Public hearing was closed. Transportation Director Jerry Borcharding gave staff recommendation. The request is to hold a public hearing to establish a stop sign on Cypress Rd at Old Stagecoach Rd and a speed limit of 30 MPH on Cypress Rd, off of Old Stagecoach Rd near Kyle. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to establish traffic regulations a stop sign on Cypress Rd, CR 225 at Stagecoach Rd and a speed limit of 30 MPH on Cypress Rd off of Old Stagecoach Rd near Kyle. All voting "Aye". MOTION PASSED

28421 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON INDIAN CREEK ROAD

Judge Cobb opened the public hearing. No public input was received. Public hearing was closed. Transportation Director Jerry Borcharding gave staff recommendation. The request is to hold a public hearing to establish a speed limit of 25 MPH on Indian Creek Rd near Mountain City. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to establish traffic regulations a speed limit of 25 MPH on Indian Creek Road. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #20 RE: AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HAYS COUNTY AND TYLER TECHNOLOGY FOR SOFTWARE LICENSING AND PROFESSIONAL SERVICES PERTAINING TO THE PROCUREMENT OF 5 ELECTRONIC TICKET WRITERS FOR THE HAYS COUNTY SHERIFF'S OFFICE – was pulled



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28422 SET PETIT AND GRAND JUROR REIMBURSEMENT AMOUNT FOR JURY DUTY SERVICE

Beverly Crumley District Clerk explained the new legislation that reduces the amount the State will reimburse the County. Government Code requires the Commissioners Court to determine the daily reimbursement for jury service. SB1 Article 40 provides that jurors receive reimbursements for jury service to the level, or amount provided for in the General Appropriations Act, as opposed to the current guaranteed \$ 40 a day reimbursement after the first day. Currently, Hays County pays its petit jurors at the rate of \$6.00 per day for voir dior and \$40.00 per day for service as a member of the jury. Grand jurors are paid \$10.00 for the first day and \$40.00 for each day of service thereafter. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to set Petit and Grand Juror reimbursement amount for jury duty service; the amount paid on the first day is \$6 and the amount paid for each additional day is \$34. All voting "Aye". MOTION PASSED

28423 AUTHORIZE THE COUNTY JUDGE TO ADOPT A STANDARD PROJECT CONSTRUCTION MANUAL FOR FUTURE USE ON PROJECTS LET BY HAYS COUNTY WITHIN THE PASS THROUGH PROGRAM

Jeff Watson gave an overview of the Manual. Special Counsel Mark Kennedy spoke of a couple of minor changes – 1)under Chapter 12 – Certificate of Insurance will be per person per accident, 2)under Chapter 13 – Williamson County needs to be changed to Hays County. Adoption of the proposed Project Construction Manual will set forth a statute for all contractors to abide by when submitting bid packages; the Construction Manual will include but is not limited to 1)addenda 2)invitation for bids 3) Bid instruction/requirements 4) Bid Forms/Schedule of rate and prices/conflict of interest statements/ etc. 5) standard forms of contract 6) contractors assurance 7) wage rates 8) performance/payment/retainage bonds 9) certificates of insurance 10)general/special conditions 11) technical specifications. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to adopt a Standard Project Construction Manual with edits made by Special Counsel for future use on projects let by Hays County within the Pass Through Program. All voting "Aye". MOTION PASSED

28424 ADOPT A RESOLUTION ENDORSING AND SUPPORTING TXDOT APPROVAL OF FUNDING FOR THE FM 2439 (HUNTER ROAD) PROJECT AND THE IH 35 PROJECT AS DESCRIBED ON THE TXDOT AUSTIN DISTRICT CANDIDATE LIST OF PROPOSITION 12 PROJECTS DATED AUGUST 9, 2011

Mike Aulick of Aulick and Associates gave a Summary of CAMPO & TxDOT Projects. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to adopt a resolution endorsing and supporting TxDOT approval of funding for the FM 2439 (Hunter Road) project and the IH 35 project as described on the TxDOT Austin District Candidate List of Proposition 12 Projects dated August 9, 2011. All voting "Aye". MOTION PASSED

28426 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

The Law Librarian provides assistance to patrons, controls inventory and purchasing, performs clerical, office and reception duties. The work involves filing, daily customer relations, and computer applications. With the move to the Government Center and attorney's going electronic when it comes to law books the County is not sure this position is needed. A motion was made by Commissioner Conley, seconded by Commissioner Jones to authorize Commissioner Ingalsbe and Special Counsel Mark Kennedy to be empowered to bring back to court regarding the Librarian position. All voting "Aye". MOTION PASSED

28426 INCREASE NOT-TO-EXCEED FEE FOR MICHAEL AULICK TO \$50,000 AND AMEND THE BUDGET ACCORDINGLY

Existing funds allocated for submission and monitoring of CAMPO and TxDot funding opportunities have been exhausted. Program changes published after the initial Call-For-Projects required additional time to research and apply to Hays County submissions, causing an increase in preparation expense. There is an immediate need for continuing assistance with monitoring the funding programs and activity promoting Hays County projects through Campo and TxDot staff. The approval process continues to be extremely complicated and warrants the continued use of Michael Aulick Associates. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to increase Not-to-Exceed fee for Michael Aulick to \$50,000 and amend the budget accordingly. All voting "Aye". MOTION PASSED



28427 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) RELATED TO THE INSPECTION OF UTILITY IMPROVEMENTS IN AND NEAR THE WOOD CREEK NORTH SUBDIVISION

Aqua Texas is in the process of repairing some water lines in and near the Woodcreek North Subdivision. The Memorandum of Understanding will grant Hays County the responsibility and right to inspect the work for utility repairs in the ROW of both, Hays County roads and Woodcreek North Roads. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to execute a Memorandum of Understanding (MOU) related to the inspection of utility improvements in and near the Wood Creek North Subdivision. All voting "Aye". MOTION PASSED

28428 AUTHORIZE DEVELOPMENT SERVICES TO NEGOTIATE A CONTRACT WITH CAPCOG FOR AIR PHOTOS

Steve Floyd, Program Manager, GIS/911 Addressing spoke of the air photos and the 12 in. resolution. In May of 2011 CAPCOG began soliciting its member organizations to submit any areas of interest for the GEOMAP Project. Due to other local participants and CAPCOG's interest in this project, the County participation has been reduced by 40%. Air photos would be flown, and Geo Map's economy of scale could help us get a image resolution of twelve inches. Our current air photos were flown in March 2010, and the image resolution is twenty four inches. Amount required \$15,000-001-657-00.5448. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize Development Services to negotiate a contract with CAPCOG for air photos as presented by staff and amend the budget accordingly. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO §551.087 OF THE TEXAS GOVERNMENT CODE, TO DISCUSS ECONOMIC DEVELOPMENT NEGOTIATIONS INCLUDING PROJECT DEMETER AND PROJECT SKY BLUE

Court convened into closed executive session at 10:18 am and reconvened into open court meeting at 10:35 am in attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and Amy Madison. No action taken.

28429 EXECUTIVE SESSION PURSUANT TO §551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING EXISTING AND/OR CONTEMPLATED LITIGATION RELATED TO JEREMIAH VENTURE

Court convened into closed executive session at 10:35 am and reconvened into open court meeting at 10:50 am. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize Legal Counsel to negotiate and execute a Settlement Agreement in the Jeremiah Ventures case, conditioned upon approval of the Pct. 2 Commissioner. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO §551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

Court convened into closed executive session at 10:50 am and reconvened into open court meeting at 11:49 am. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, and Special Counsel Mark Kennedy. No action taken.

28430 ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Mark Chambers explained that the Burn Ban will expire at midnight tonight and is requesting the Court reinstate it. The Court must make a "finding that circumstances present in all or part of the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to place a new 90 day Burn Ban in effect. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item 32 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT – was pulled



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Clerk's Note Agenda item #33 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR - *was pulled*


Clerk's Note Agenda item #34 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE - **was pulled**

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

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 September 16, 2011.



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



Agenda Item Request Form

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9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Approval to contract with Office Depot for purchase of office supplies using the TCPN Cooperative Purchasing Network.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY:

SUMMARY: Hays County currently has an interlocal agreement with TCPN for purchasing. TCPN is a purchasing co-op that allows County Government to utilize their contracts that have been competitively bid and awarded in compliance with bid laws for the County. Office Depot was awarded the contract for office supplies through the TCPN. Office Depot offers a 30-50% off list price and some items are up to 80% off list. Hays County will also receive a 1% rebate on annual spend of office supplies. There is also a local store in San Marcos that can serve our immediate needs.

Office DEPOT[®]



**The Cooperative Purchasing Network
Office & School Supplies Contract**

How can Cooperative Purchasing Benefit my Agency?

- Reduces administrative burden
- Nationally leveraged pricing
- No cost to Participating Agencies in our National Cooperative programs
- All awarded contracts are issued in accordance with purchasing procedures mandated by state procurement laws and regulations
- Provides government agencies opportunities for greater efficiency and economy in acquiring goods and services
- Allows agencies to take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts
- Assists government agencies in maintaining the essential controls for budget and accounting purposes

Office DEPOT.

TCPN – Office & School Supplies Contract

- TCPN is a governmental entity and must follow the same laws / regulations as entities that would utilize their contracts. TCPN is a part of Region Four Education Service Center.
- Contract Term: Per the terms of Amendment #2 the contract is effective January 2, 2011 through February 28, 2012, with three (3) one-year extensions for the entire products and services offering including office supplies, furniture, school supplies, and copy & print services.
- Scope of Contract: Over 16,000 items included in the BSD Big Book are included
 - Special Icons have been designated to indicate items both on the core list as well as those shown in the catalog. Non-catalog items are available for purchase.
 - Rebates available on tiered spend thresholds as well as for online ordering
 - Fixed Pricing Platform can be updated per the terms of the Master Agreement
 - Free delivery of supplies, furniture delivery fees apply and are based on customer location
- Participation Fees
 - There is no fee to participate in this non-exclusive contract



Office DEPOT.

TCPN Amendment #2 – Annual Volume Rebate

IV. Rebate Updates and Details

- As a Participating Agency under the TCPN program, you will be paid an “Agency Annual Volume Rebate” based on your spend as follows:

Annual Spend	Annual Volume Rebate Percentage
\$100,000 - \$1,000,000	1.0% of Annual Spend
\$1,000,001 - \$3,500,000	2.0% of Annual Spend
\$3,500,001 +	5.0% of Annual Spend

- Agency Annual Volume Rebate will be calculated back to dollar one.
- Agency Annual Volume Rebate will be disbursed within ninety (90) days of the first anniversary of the date of your initial purchase under the TCPN contract.
- Customer’s accounts must be in good A/R standing in order to receive a rebate.

Office DEPOT

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 contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department.

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

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: \$100.00 per visit

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-00.5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Ingalsbe

SUMMARY:

This is an annual contract for Mr. John Carson, R.Ph to provide pharmacy consultation services and monthly audits to the Hays County Personal Health Department. Retention of a professional Pharmacist-in-Charge (P.I.C.) is required due to the Health Department's designation as a Class D Pharmacy. The Texas State Board of Pharmacy requires a monthly inspection and an annual inservice. These services will be provided from October 1, 2011 through September 30, 2012.

DESCRIPTION OF Item: Approve renewal of contract for Mr. John Carson, R.Ph to provide Pharmacy services to Hays County Personal Health Department.

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$100.00 per visit

LINE ITEM NUMBER: 120-675-00.5448

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: _____



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

CONSULTING AGREEMENT BETWEEN HAYS COUNTY AND JOHN CARSON

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

RECITALS

WHEREAS, Hays County Personal Health Dept. is required to retain a professional Pharmacist-in-charge (P.I.C.) to assist with consultation services for the County Health Department; and,

WHEREAS, the Hays County Commissioners' Court approved an Agreement between Hays County and John Carson, R.Ph.

NOW, THEREFORE, in consideration of the mutual promise and covenants contained in this agreement, it is hereby agreed as follows:

SECTION 1. PARTIES

This consulting agreement is entered into between Hays County, Texas (hereinafter referred to as "County") represented by Hays County Judge Bert Cobb and John Carson, R.Ph. (hereinafter referred to as P.I.C.)

SECTION 2. TERM OF AGREEMENT

The term of this Agreement shall begin on October 1, 2011 and extend for a period of twelve months to expire on September 30, 2012.

SECTION 3. PERFORMANCE

3.1 P.I.C. agrees to:

- (a) Annually review the County's Current Health/Rx policies and procedures, and
- (b) Perform a site inspection of the facilities once a month, and
- (c) Provide updates on laws and regulations that pertain to Class D Pharmacies, and
- (d) Provide services not listed above as may be necessary or negotiated.

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

3.2 P.I.C. further agrees to provide annual staff education on subject of his/her choice.

SECTION 4. STANDARD OF PERFORMANCE

Pharmacist-in-Charge shall use ordinary care and reasonable diligence in the exercise of his/her duties, but shall not be liable for any mistake of judgment or other action taken in good faith or for any loss unless resulting from its gross negligence. It is the intent of the County that the Pharmacist-in-Charge perform the duties outlined in Section 3 above in a manner that includes full disclosure to the County of any pertinent information relating to policies/procedures, and laws and regulations pertaining to Class "D" Pharmacies.

SECTION 5. PAYMENT

The County shall pay John Carson, R.Ph a total fee of \$100.00 (One Hundred Dollars) per visit to complete the consulting services described in Section 3. The County shall make timely payments.

SECTION 6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and any changes or modifications to this Agreement must be approved by the Hays County Commissioners' Court.

SECTION 7. TERMINATION

This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective thirty (30) days after receipt of the notice.

SECTION 8. CODE OF ETHICS AND STATE LAWS

John Carson, R.Ph hereby agrees to comply with the Hays County Code of Ethics attached hereto and incorporated for all purposes and with all applicable state laws in the performance of this Agreement including, but not limited to, the Public Information Act and Open Meetings Act.

SECTION 9. VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Texas and the venue for any dispute arising from the performance of this Agreement shall be in Hays County, Texas.



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

SECTION 10. INDEMNIFICATION

John Carson, R.Ph shall indemnify and hold harmless all employees and agents of Hays County from any and all claims, demands, damages, expenses, liabilities and injuries to persons or property arising from the negligent acts, errors or omissions of John Carson, R.Ph in performance of this Agreement to the extent allowable under the laws of the State of Texas.

SECTION 11. NOTICE

Notices provided for by this agreement shall be forwarded to the addresses below:

John Carson, R.Ph
606 Franklin Drive
San Marcos, TX 78666

Hays County
111 E. San Antonio Street
San Marcos, Texas 78666

John Carson, R.Ph

HAYS COUNTY

Bert Cobb, M.D.
Hays County Judge

John Carson, R.Ph

Date

8-9-2011

Date

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

401-A Broadway • San Marcos, Texas • 78666 • 512/393-5520

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Accept donations for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: \$650.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 144-676-00.4610

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

SUMMARY:

The Historical Commission has received several donations for the Historical Jail Restoration Project from various entities. These funds will be used for contract services.

Budget Amendment:

144-676-00.4610 – contributions (650.00)

144-676-00.5448 – contract services 650.00

DESCRIPTION OF Item: Accept donations for the Historical Jail Restoration Project and amend the budget for use of those funds for direct expenses related to the project.

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$650.00

LINE ITEM NUMBER: 144-676-00.4610 (Contributions) & 144-676-00.5448 (Contract Services)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Appropriatic as Amended</u>
<u>Transfer Station (716):</u>					
001-716-00.5452 Trash Hauling	132,000		32,155		164,155
001-716-00.5201 General Supply	650			(300)	350
001-716-00.5211 Office Supply	750			(100)	
001-716-00.5301 Operating	6,050			(80)	5,970
001-716-00.5411 Eqpt Maint	5,430			(750)	4,680
001-716-00.5551 Cont.Ed	1,000			(925)	75
				(2,155)	
<u>Countywide Operations (645):</u>					
001-645-00.5441 Legal	243,900			(30,000)	213,900
			<u>32,155</u>	<u>(32,155)</u>	
Transfer for needed Transfer Station expense from legal savings					
<u>Constable 1 (635):</u>					
001-635-00.5448 Contract Svcs	375		2,750		3,125
001-635-00.5021 Staff	189,163			(2,750)	186,413
Transfer for DPS background checking service					

FUND NO. 020
FUND TITLE: ROAD & BRIDGE GENERAL

<u>Road Operations (710):</u>					
020-710-00.5271 Fuel	497,145		20,000		517,145
020-710-00.5021 Staff	2,758,998			(20,000)	2,738,998
Transfer for required fuel from personnel savings					

FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION

<u>Historical Jail Restoration (676):</u>					
144-676-00.5448 Contract Svcs	19,859		650		20,509
			<u>Decreases</u>	<u>Increases</u>	
<u>Revenues</u>					
144-676-00.4610 Contributions	216,250			650	216,900
Accept & budget donations for historic jail					

Agenda Item Request Form

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

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

AGENDA ITEM: Amend the Budget of Road & Bridge General Fund for fuel from personnel.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

Amount Required: \$ 20,000

LINE ITEM NUMBER OF FUNDS REQUIRED: to 020-710-00.5271 Fuel
from 020-710-00.5021 Staff

REQUESTED BY: Jerry Borcharding/Auditors Office

SPONSORED BY: Cobb

SUMMARY:

Road Dept requires additional fuel to help cover emergency wildfires use which will be documented for reimbursement.

See Budget Amendment

DESCRIPTION OF Item: Amend the Budget of Road & Bridge General Fund for fuel from personnel.

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$20,000

**LINE ITEM NUMBER: to 020-710-00.5271 Fuel
from 020-710-00.5021 Staff**

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED:_____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	Appropriation before <u>Amendment</u>	Amendment <u>Increases</u>	<u>Decreases</u>	Appropriatic as <u>Amended</u>
<u>Transfer Station (716):</u>				
001-716-00.5452 Trash Hauling	132,000	32,155		164,155
001-716-00.5201 General Supply	650		(300)	350
001-716-00.5211 Office Supply	750		(100)	
001-716-00.5301 Operating	6,050		(80)	5,970
001-716-00.5411 Eqpt Maint	5,430		(750)	4,680
001-716-00.5551 Cont.Ed	1,000		(925)	75
			(2,155)	
<u>Countywide Operations (645):</u>				
001-645-00.5441 Legal	243,900		(30,000)	213,900
		<u>32,155</u>	<u>(32,155)</u>	
Transfer for needed Transfer Station expense from legal savings				
<u>Constable 1 (635):</u>				
001-635-00.5448 Contract Svcs	375	2,750		3,125
001-635-00.5021 Staff	189,163		(2,750)	186,413
Transfer for DPS background checking service				

FUND NO. 020
FUND TITLE: ROAD & BRIDGE GENERAL

<u>Road Operations (710):</u>				
020-710-00.5271 Fuel	497,145	20,000		517,145
020-710-00.5021 Staff	2,758,998		(20,000)	2,738,998
Transfer for required fuel from personnel savings				

FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION

<u>Historical Jail Restoration (676):</u>				
144-676-00.5448 Contract Svcs	19,859	650		20,509
		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	216,250		650	216,900
Accept & budget donations for historic jail				

Agenda Item Request Form

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

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

AGENDA ITEM: Amend the budget of the Transfer Station for trash hauling from Countywide.

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

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

Amount Required: \$30,000

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-716-00.5452 Trash Hauling
from 001-645-00.5441 Legal Svcs**

REQUESTED BY: Jerry Pinnix/Auditors Office

SPONSORED BY: Cobb

SUMMARY:

Trash hauling will require additional budget in Transfer Station; identified Legal in Countywide with savings after transfer

See Budget Amendment

DESCRIPTION OF Item: Amend the budget of the Transfer Station for trash hauling from Countywide.

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$30,000

LINE ITEM NUMBER: to 001-716-00.5452 Trash Hauling
from 001-645-00.5441 Legal Svcs

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	Appropriation before <u>Amendment</u>	Amendment <u>Increases</u>	<u>Decreases</u>	Appropriatic as <u>Amended</u>
<u>Transfer Station (716):</u>				
001-716-00.5452 Trash Hauling	132,000	32,155		164,155
001-716-00.5201 General Supply	650		(300)	350
001-716-00.5211 Office Supply	750		(100)	
001-716-00.5301 Operating	6,050		(80)	5,970
001-716-00.5411 Eqpt Maint	5,430		(750)	4,680
001-716-00.5551 Cont.Ed	1,000		(925)	75
			(2,155)	
<u>Countywide Operations (645):</u>				
001-645-00.5441 Legal	243,900		(30,000)	213,900
		32,155	(32,155)	
Transfer for needed Transfer Station expense from legal savings				
<u>Constable 1 (635):</u>				
001-635-00.5448 Contract Svcs	375	2,750		3,125
001-635-00.5021 Staff	189,163		(2,750)	186,413
Transfer for DPS background checking service				

FUND NO. 020
FUND TITLE: ROAD & BRIDGE GENERAL

<u>Road Operations (710):</u>				
020-710-00.5271 Fuel	497,145	20,000		517,145
020-710-00.5021 Staff	2,758,998		(20,000)	2,738,998
Transfer for required fuel from personnel savings				

FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION

<u>Historical Jail Restoration (676):</u>				
144-676-00.5448 Contract Svcs	19,859	650		20,509
		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	216,250		650	216,900
Accept & budget donations for historic jail				

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Amend the Budget of Constable Pct 1 for contract services from personnel savings.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

Amount Required: \$ 2,750

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-635-00.5448 Contract Services
from 001-635-00.5021 Staff

REQUESTED BY: David Peterson/Auditors Office

SPONSORED BY: Ingalsbe

SUMMARY:

Constable would transfer \$2,750 for NCIC-TCIC service from DPS, \$1500 for initial svc and \$250 per computer. This allows needed criminal/civil background info to be available. Constable wishes from personnel savings.

See Budget Amendment

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment Increases</u>	<u>Decreases</u>	<u>Appropriatic as Amended</u>
<u>Transfer Station (716):</u>				
001-716-00.5452 Trash Hauling	132,000	32,155		164,155
001-716-00.5201 General Supply	650		(300)	350
001-716-00.5211 Office Supply	750		(100)	
001-716-00.5301 Operating	6,050		(80)	5,970
001-716-00.5411 Eqpt Maint	5,430		(750)	4,680
001-716-00.5551 Cont.Ed	1,000		(925)	75
			(2,155)	
<u>Countywide Operations (645):</u>				
001-645-00.5441 Legal	243,900		(30,000)	213,900
		32,155	(32,155)	
Transfer for needed Transfer Station expense from legal savings				
<u>Constable 1 (635):</u>				
001-635-00.5448 Contract Svcs	375	2,750		3,125
001-635-00.5021 Staff	189,163		(2,750)	186,413
Transfer for DPS background checking service				

FUND NO. 020
FUND TITLE: ROAD & BRIDGE GENERAL

<u>Road Operations (710):</u>				
020-710-00.5271 Fuel	497,145	20,000		517,145
020-710-00.5021 Staff	2,758,998		(20,000)	2,738,998
Transfer for required fuel from personnel savings				

FUND NO. 144
FUND TITLE: HISTORICAL JAIL RESTORATION

<u>Historical Jail Restoration (676):</u>				
144-676-00.5448 Contract Svcs	19,859	650		20,509
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
144-676-00.4610 Contributions	216,250		650	216,900
Accept & budget donations for historic jail				

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM:

Discussion and possible action to approve naming a private drive in Vineyard Ridge Subdivision to Vineyard Ridge Path.

TYPE OF ITEM: ACTION--ROADS

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY:

This action would officially name a private drive that intersects Elder Hill Road in the Vineyard Ridge Subdivision. There are currently 5 lots that access Elder Hill Road via the shared access driveway. All owners of the aforementioned lots have signed the attached letter requesting the name designation of Vineyard Ridge Path.

*Executed copy
8.20.2011
to Katie Weiss*

Vineyard Ridge Homeowners Association and Wildlife Management

Property Association

3851 Elder Hill Rd, Driftwood, TX 78619

Vineyard Ridge HOA and WMPA (mailing address)

C/O Thomas Kolnowski

12406 Dimmit Ct

Austin, TX 78732

Tel: 512.484.8626



Ray Whisenant
Hays County Commissioner, Precinct 4
195 Roger Hanks Parkway
Dripping Springs, TX 78620
Tel: 512.858.7268

Dear Mr. Whisenant:

The Vineyard Ridge Homeowners Association (HOA) and Wildlife Management Property Association (WMPA) is hereby requesting your assistance in petitioning the court to name the currently unnamed private road in the Vineyard Ridge subdivision at 3851 Elder Hill Rd. in Driftwood to "Vineyard Ridge Path."

Currently, the five lots in Vineyard Ridge are referenced for USPS mail delivery purposes as 3851-A, 3851-B, 3851-C, 3851-D, and 3851-E Elder Hill Rd., which can cause issues with mail delivery reliability and also potential confusion in the event 911 services are needed. Also, as there are currently no mailboxes installed on the site, all landowners must receive their mail via a PO box.

We have talked with the Hays 911 coordinator, Katie Weiss, and she has searched the Hays County database and cleared the use of the name "Vineyard Ridge Path," and once naming is approved Katie will assign individual unique addresses to each the five lots. We have also discussed the naming with Eric, the Driftwood postmaster, and he is also recommending the naming and new addressing, as well as the installation of a Central Box Unit (CBU) mailbox.

All landowners in Vineyard Ridge are in support of the naming proposal. Please see below for property IDs, owners of record, and signatures:

Vineyard Ridge lots and owners of record:

Vineyard Ridge, Lot A, Property ID R125756: Marc W. Boots

Vineyard Ridge, Lot B, Property ID R125757: David E. Lewis and Marc W. Boots

Vineyard Ridge, Lot C, Property ID R125758: Jennifer D. Callaway and Daniel C. Callaway

Vineyard Ridge, Lot D, Property ID R125759: Jennifer D. Callaway and Daniel C. Callaway

8/15/2011

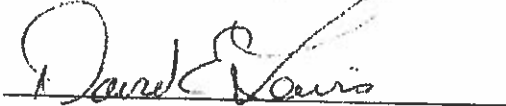
Vineyard Ridge, Lot E, Property ID R125760: Peggy A. Kolnowski and Thomas W. Kolnowski

Signed and approved by all Vineyard Ridge landowners as follows:

Marc W. Boots



David E. Lewis



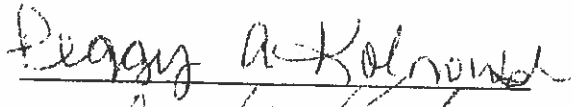
Jennifer D. Callaway



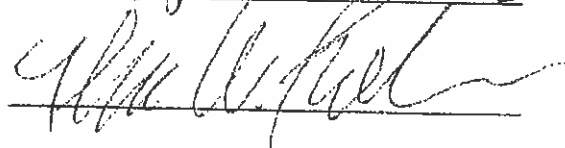
Daniel C. Callaway



Peggy A. Kolnowski

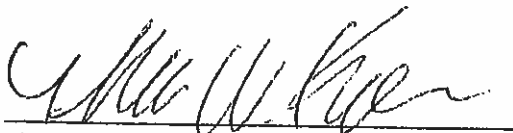


Thomas W. Kolnowski



Please do not hesitate to call me on 512.484.8626 if you have any questions.

Best regards and thanks,

 08.24.2011

Thomas Kolnowski, President, Vineyard Ridge HOA and WMPA
Tel: 512.484.8626 E-mail: tkolnowski@gmail.com

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

11-4-27 Blackstone Subdivision, Section One (5 Lots). Discussion and possible action to consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 20, 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:

The Blackstone Subdivision is a multi-section division located near the intersection of Trail Driver and Fitzhugh Road in Precinct 4. The proposed 5 lots in Section One will be the first to be platted after the preliminary approval of 160 lots on June 16, 2009. The lot sizes are as follows: Lot 18 – 2.50 acres; Lot 19 – 2.50 acres; Lot 20 – 2.50 acres; Lot 21 – 5.00 acres; Lot 22 – 5.00 acres. All lots will be served by private wells and on-site sewage facilities at the time of development.

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:

11-4-25 Roadrunner Ridge Subdivision (2 lots). Discussion and possible action to consider approval of final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 20, 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:

The Roadrunner Ridge Subdivision is a proposed subdivision of 12.10 acres of land located off Twin Oaks Trail in Precinct 4. The division will consist of two lots – Lot 1, 6.10 acres; Lot 2, 6.00 acres. Water and wastewater services will be provided by private wells and on-site sewage facilities for each lot at the time of development.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and Possible Action to allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owner(s) of portions of Lot D15, Douglas Estates Subdivision.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

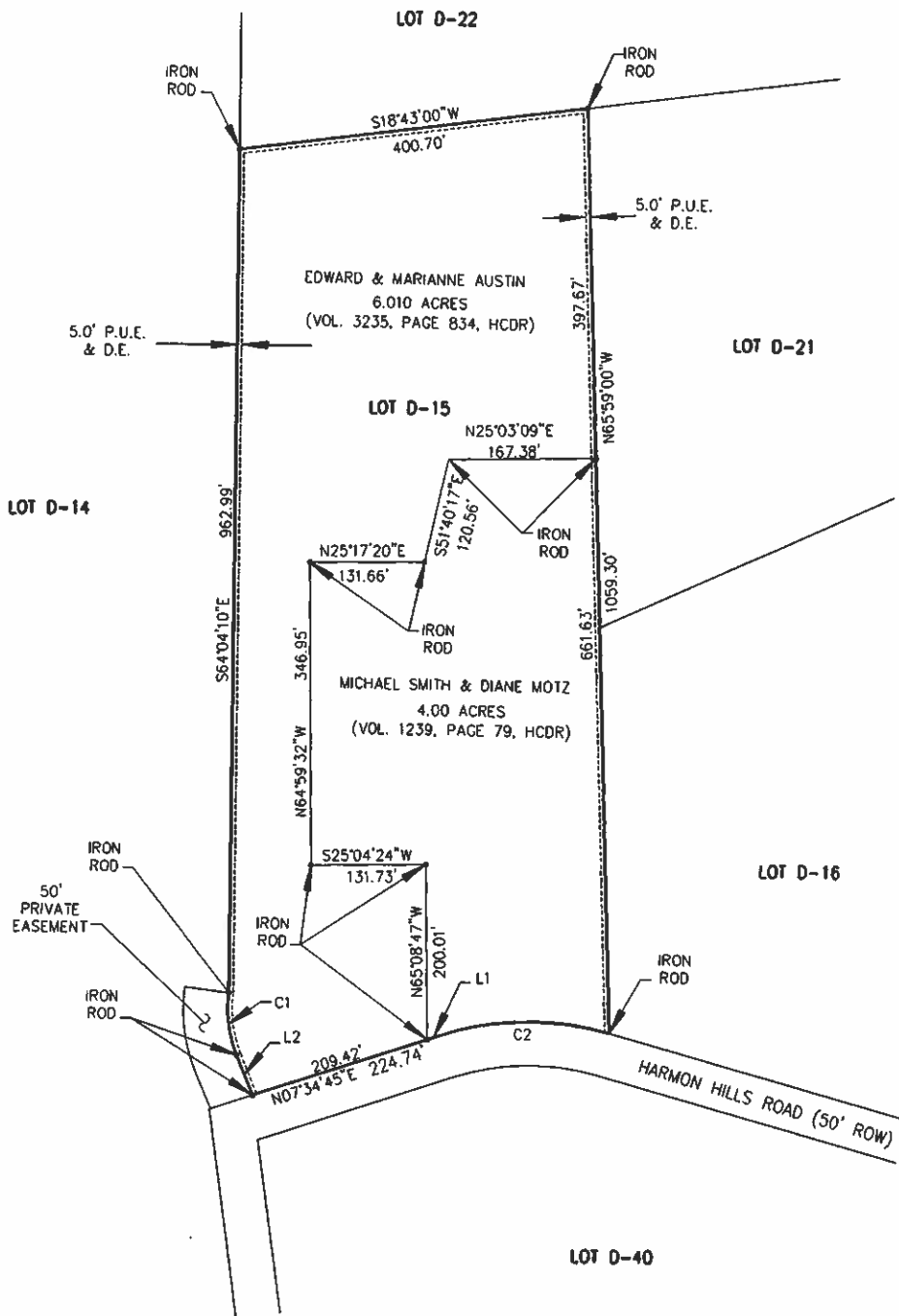
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Lot D15 was divided illegally in 1996. The owner of the front portion of the lot is unwilling to plat his portion, therefore, the owner of the back portion is requesting a variance from platting requirements in accordance with Chapter 232.010 of the Texas Local Government Code.



LEGEND:
P.U.E. - PUBLIC UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT

ID	BEARING	DISTANCE
L1	S86°19'15"E	49.16'
L2	N07°36'35"E	15.32'

ID	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	143.50'	72.72'	S71°46'37"E	71.95'
C2	326.83'	193.96'	N24°42'13"E	191.13'

ENGINEERS-TEXAS, INC.

TEXAS REGISTERED ENGINEERING FIRM F-8923
197 PEABODY PLACE
DRIPPING SPRINGS, TEXAS 78620
OFFICE: 512-217-3470

EXHIBIT OF LOT D-15 BEING 6.010 ACRE & 4.00 ACRE TRACTS DOUGLAS SUBDIVISION, HAYS COUNTY, TEXAS

File: Ross L-D15
Job Number:
Scale (Hor.): 1"=200' Scale (Vert.): NTS
Date: 09-07-11 Checked By: cdw Drawn By: jp

SHEET
1 of 1

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 approve hiring, transfer and/or promotion of vacant position(s).

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BAEN

SPONSORED BY: COBB

DEPT.	POSITION	GRADE	SALARY RANGE	DATE VACANT
Sheriff's Office	Deputy	250	42719	06/30/11
Sheriff's Office	Corrections Officer	210	31879	09/11/11
Sheriff's Office	Corrections Officer	210	31879	08/31/11
JP1-1	Justice Clerk	107	11.60-14.5-17.41	07/22/11
Juvenile Detention Center	Juvenile Supervision Officer	107	24136-36204	09/06/11
Juvenile Detention Center	Juvenile Supervision Officer	107	24136-36204	09/14/11
Juvenile Detention Center	Juvenile Supervision Officer	107	11.60-17.41	09/14/11

Please see the attached Position Request Forms for more information.



Position Request Form

Date: 9/12/11 Name of Department: Hays County Sheriff's Office

Department Head: Gary Cutler Contact # 512-393-7800

Name of position to be discussed: Deputy ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Brad Doring (not leaving, was promoted) Date Vacant: 6/30/11

Ending Salary: \$44,454 Fringe (yearly): \$8033@18.07% Grade: 250 Range: 42,719-59,995

Reason for Leaving/Name of New Employer This Deputy was promoted to Detective within the Sheriff's Office effective July1, 2011.

Adverse impact to County or department if position is not filled: Unfilled Deputy vacancies cause shift shortages which reduce response time to law enforcement calls and can lead to overtime expenses to ensure shift coverage.

HR Review: Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: 9/12/11 Name of Department: Hays County Sheriff's Office

Department Head: Gary Cutler Contact # 512-393-7800

Name of position to be discussed: Corrections Officer ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Joshua Alba Date Vacant: 6/30/11

Ending Salary: \$33,918 Fringe (yearly): \$6129@18.07% Grade: 210 Range: 31,879-45,528

Reason for Leaving/Name of New Employer Went to work for Travis County.

Adverse impact to County or department if position is not filled: Unfilled Correction Officer vacancies in the jail result in unbalanced inmate to Correction Officer ratio. Vacancies also can also lead to overtime expenses.

HR Review: Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: 9/12/11 Name of Department: Hays County Sheriff's Office

Department Head: Gary Cutler Contact # 512-393-7800

Name of position to be discussed: Corrections Officer ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Vicki Morpew Date Vacant: 8/31/11

Ending Salary: \$32,520.00 Fringe (yearly): \$5,876@18.07% Grade: 210 Range: 31,879-45,528

Reason for Leaving/Name of New Employer Employee was advised by her personal physician to find employment that was more conducive to her medical condition.

Adverse impact to County or department if position is not filled: Due to the female inmate to female Correction Officer ratio, it is important that we fill a vacated position that was held by a female Correction Officer with another female Correction Officer to prevent a shift from not being able to perform duties that only female officers can perform on female inmates. Such duty examples would be, female inmate pat downs, female inmate transports, observing female inmates in their pods an any other interaction with a female inmate that should not be or prohibited from being performed by a male Corrections Officer.

HR Review: Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: September 9, 2011 Name of Department: JP1-1

Department Head: Joanne Prado Contact # 17870

Name of position to be discussed: Justice Clerk ☒ Budgeted/Existing Position ☐ New Position

☐ Full-Time ☒ Part-Time ☐ Temporary ☒ Regular

Person Leaving: Mariselda Gonzales Date Vacant: 7/22/11

Ending Salary: 11.60/hr Fringe (yearly): \$2180 Grade: 107 Range: \$11.60-14.50-17.41

Reason for Leaving/Name of New Employer dismissed

Adverse impact to County or department if position is not filled: I have 2 full time and this position is my only part time position. This position is primarily responsible for distributing all magistration paperwork to the District Attorney, County court and District Clerk on a daily basis. This position does a lot of work at the window and assists my other clerk with customer service. I currently have only one clerk in the front office due to my other clerk is busy with the setting of civil cases and court administration.

HR Review: Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: September 14, 2011 Name of Department: Juvenile Center

Department Head: Brett Littlejohn Contact #: (512) 393-5220 X11202

Name of position to be discussed: Juvenile Supervision Officer ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Brandon Davis Date Vacant: September 6, 2011

Ending Salary: \$24,616.06 Fringe (yearly): _____ Grade: 107 Range: Minimum

Reason for Leaving/Name of New Employer: Mr. Davis decided to move to a part-time position.

Adverse impact to County or department if position is not filled: This position is a line officer position and is essential to meet staffing ratios for direct and indirect supervision.

HR Review: _____ Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: September 14, 2011 Name of Department: Juvenile Center

Department Head: Brett Littlejohn Contact #: (512) 393-5220 X11202

Name of position to be discussed: Juvenile Supervision Officer ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Kraig Vasquez Date Vacant: September 14, 2011

Ending Salary: \$24,616.00 Fringe (yearly): _____ Grade: 107 Range: Minimum

Reason for Leaving/Name of New Employer: Mr. Vasquez took a better paying job.

Adverse impact to County or department if position is not filled: This position is a line officer position and is essential to meet staffing ratios for direct and indirect supervision.

HR Review: Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____



Position Request Form

Date: September 14, 2011 Name of Department: Juvenile Center

Department Head: Brett Littlejohn Contact #: (512) 393-5220 X11202

Name of position to be discussed: Juvenile Supervision Officer ☒ Budgeted/Existing Position ☐ New Position

☒ Full-Time ☐ Part-Time ☐ Temporary ☐ Regular

Person Leaving: Multiple Part-Time Date Vacant: September 14, 2011

Ending Salary: \$10.50 / hour Fringe (yearly): _____ Grade: 107 Range: Minimum

Reason for Leaving/Name of New Employer: Need to hold a new hire class in October to accommodate the decreasing number of part-time employees in the pool and the increased juvenile population.

Adverse impact to County or department if position is not filled: These positions are line officer positions and are essential to meet staffing ratios for direct and indirect supervision.

HR Review: _____ Dee Dee Baen Date: 09/14/11

Auditor Review: _____ Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

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Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and Tyler Technology for software licensing and professional services pertaining to the procurement of 5 electronic ticket writers for the Hays County Sheriff's Office.

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

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: \$7,480.

LINE ITEM NUMBER OF FUNDS REQUIRED: 0053 618 005362

REQUESTED BY: Capt. Mike Davenport

SPONSORED BY: Commissioner Will Conley

SUMMARY:

This agreement will amend the current Maintenance and Service Agreement between Hays County and Tyler Technology; adding licensing and additional services for the software required to operate the electronic ticket writers purchased from Brazos Technology.

Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement

This Software License and Professional Services Agreement and Amendment to Existing Software Maintenance Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Hays County (the "Client").

WHEREAS, Client desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Client and Tyler desire to amend the terms of Client's current software maintenance and support agreement (the "Existing M&S Agreement") for the purpose of providing additional maintenance and support services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

- A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in and subject to the terms and conditions of this Agreement; and
- B. Tyler and Client agree to amend Client's Existing M&S Agreement by (i) adding the Software Products set forth in the table below; and (ii) increasing the Client's current annual maintenance and support fee by the amount ("Annual M&S Increase") and on the date ("Maint. Effective Date") as set forth in the table below, all on the terms and subject to the conditions of Client's Existing M&S Agreement; and
- C. This Agreement consists of this cover and signature page and the attached Terms and Conditions page.

SOFTWARE PRODUCTS		LICENSE FEE		ANNUAL M&S INCREASE
Brazos Technology eCitations Connector		\$5,000		\$1,050
LICENSE FEE PAYMENT TERMS		TOTAL LICENSE FEE		ANNUAL M&S INCREASE
Net 30 in full upon contract execution.		\$5,000		\$1,050
PROFESSIONAL SERVICES	HOURS	RATE/HR.	T&M AMOUNT	MAINT. EFFECTIVE DATE
Setup, Configuration, and Consulting	16	\$155	\$2,480	Upon Installation
			TOTAL T&M SERVICES	TOTAL LIC & SERVICES
			\$2,480	\$7,480

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below.

CLIENT

TYLER TECHNOLOGIES, INC.

Authorized Signature

Authorized Signature

Name (Print)

Name (Print)

Title

Title

Date

Date

Terms and Conditions

1. SOFTWARE PRODUCT LICENSE

1.1. **License Grant.** In consideration for the License Fee, Tyler hereby grants to Client a non-exclusive, royalty-free, revocable license to use the Software Products for Client's internal administration, operation, and/or conduct of Client's business operations by an unlimited number of users employed by Client on an unlimited number of computers and/or computer stations utilized by Client. Upon Client's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

1.2. **Restrictions.** Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Software Products or (b) sublicense, transfer, rent, or lease the Software Products or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

1.3. **Copies.** Client may make and maintain such copies of the Software Products as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that Client shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

1.4. **Embedded Third Party Software.** The license grant set forth herein includes the right to use any embedded third party software, which shall be accessed and used only in accordance with the terms, conditions, and licenses imposed by the manufacturers and licensors of such embedded third party software. Tyler hereby passes through to Client all warranties granted by the owners and licensors of embedded third party software, if any.

1.5. **Title.** Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Software Products and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

2. RESPONSIBILITIES OF TYLER

For the License Fee(s) set forth in the first page hereof, Tyler shall deliver, install and/or enable Tyler proprietary Software Product on Client's equipment and perform such other obligations, including the correction of defects, as set forth in Section 6.

3. RESPONSIBILITIES OF CLIENT

In addition to the other responsibilities set forth herein, Client shall perform the following: (a) designate an employee of Client as its System Administrator; (b) provide all training of its personnel, except and to the extent this Agreement specifically requires Tyler to provide training; (c) collect, prepare, and enter all data necessary for operation of the Software Product into the equipment loaded with the Software Product; (d) retain separate copies of records of all data entered into the computer equipment; (e) provide the computer systems into which the Software Product will be loaded; (f) install any Software Product changes or updates into the Software Product, which are supplied by Tyler in accordance with this Agreement; and (g) allow remote access by Tyler for purposes of software support via a secure Microsoft-based connection (VPN). To the extent data conversion is required, Client shall (i) deliver to Tyler legacy data in an electronic SQL, ASCII delimited, or other format requested by Tyler and (ii) provide Tyler with a basic explanation of the delivered legacy data, including data elements and relationship explanations.

4. PROFESSIONAL SERVICES

4.1. Set forth on the first page of this Agreement is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in this Agreement will be billed at Tyler's then current services rates.

4.2. In the event Client purchases professional services from Tyler for the purpose of making Software Product changes, improvements, or enhancements, any such Software Product changes, improvements or enhancements delivered there under shall be subject to the same license as set forth in Section 1 and subject to the same restrictions thereon.

5. FEES AND INVOICING

5.1. **License Fee.** Tyler shall invoice to the Client the License Fee in accordance with the payment terms set forth on the first page of this Agreement, and Client shall pay such License Fee in accordance with Section 5.4.

5.2. **Professional Services Charges.** T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 5.4.

5.3. **Expenses.** Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 5.4.

5.4. **Invoice and Payment.** Tyler shall invoice Client for services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at the rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

5.5. **Taxes.** The total Agreement Amount does not include any tax or other governmental impositions including, without limitation, sale and use tax. All such applicable cost, if any, shall be invoiced separately to client, and client shall pay the same.

6. ACCEPTANCE OF THE SOFTWARE PRODUCT

6.1. Acceptance of the Software Product by Client shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and the operation of any provision of this Agreement, which specifically survives acceptance. In the event said acceptance becomes other than final, or becomes inconclusive, pursuant to this Section 6, Client's sole right and remedy against Tyler therefore shall be to require Tyler to correct the cause thereof.

6.2. Notwithstanding anything to the contrary herein, Client's use of the Software Product for its intended purpose ("Operational Use") shall constitute Client's acceptance of the Software Product, without exception and for all purposes. Upon Operational Use, the Software Products shall then become subject to the terms and conditions of the Existing M&S Agreement.

7. TYLER CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1. **Tyler Confidential and Proprietary Information** means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise

existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, operations, manuals, operating data, projections, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

7.2. **Protection of Tyler Confidential and Proprietary Information.** Client shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential and Proprietary Information, and Client shall not use, make, sell, or otherwise exploit any such Tyler Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without Tyler's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that Tyler is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Client shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and shall be responsible for breaches by such persons.

7.3. **Judicial Proceedings.** If Client is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Tyler Confidential and Proprietary Information, Client shall provide Tyler with prompt written notice of such request or requirement so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, Client nonetheless is legally compelled to disclose Tyler Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, Client may, without liability herein, disclose to such court or tribunal only that portion of Tyler Confidential and Proprietary Information which the court requires to be disclosed, provided that Client uses reasonable efforts to preserve the confidentiality of Tyler Confidential and Proprietary Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Tyler Confidential and Proprietary Information by such court or tribunal.

8. LIMITATION OF LIABILITY

THE RIGHTS AND REMEDIES OF ANY CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS, REMEDIES OR WARRANTIES AVAILABLE AT LAW INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR OR INTENDED PURPOSE.

TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL BE LIMITED TO (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEE SET FORTH HEREIN OR THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER, WHICHEVER IS LESS, OR (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN CLIENTS EXISTING M&S AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TYLER BE LIABLE TO CLIENT FOR (A) INDIRECT, REMOTE, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) FOR ANY DAMAGES WHATSOEVER DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF TYLER, OR (C) DAMAGES RESULTING FROM THE LOSS OF USE, LOSS OR DAMAGE TO CLIENT SOURCE DATA, LOSS OF REVENUES, OR FROM LOSS OR DESTRUCTION OF MATERIALS PROVIDED TO TYLER BY CLIENT.

9. CLIENT INFORMATION

All data provided to Tyler by Client relating to Software Product shall be considered Proprietary Information of Client even though not stamped with a Proprietary Information stamp or similar legend or marking. Tyler agrees to use reasonable care to safeguard said Proprietary Information against disclosure to unauthorized employees of Tyler and all persons not employed by Tyler.

10. DATA SECURITY

10.1. The parties recognize that the purpose of a computer system consisting of equipment and software is the processing of data, as each Client deems necessary for its operations. The term "processing" for the purpose of this Section shall mean the gathering of such data for input into the system, the input of the data into the system, the retrieval of the data in the system, and the dissemination of such data, regardless of the media upon which the data is contained, whether it be on paper, disk, tapes, or other media.

10.2. The parties further recognize that (i) the data so processed may contain sensitive or confidential material, the unauthorized disclosure of which might cause damage to the Client or third parties, (ii) the dissemination and disclosure may take place at any stage of the processing, and (iii) the control of the processing, dissemination, and disclosure of such data is totally within the control of the client.

10.3. It shall be the responsibility of the Client to establish and maintain all necessary security measures to safeguard and control the disclosure of such data and to prevent its disclosure to unauthorized parties.

11. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the state of the domicile of Client. In the event any of this Agreement is invalidated by a court or legislative action, the remainder thereof shall remain in full force and effect.

12. ENTIRETY OF AGREEMENT; AMENDMENTS

12.1. This License Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties and promises of the parties relating to the subject matter hereof which predate this License Agreement.

12.2. This License Agreement may only be amended, modified, or changed by written instrument signed by both parties hereto.

13. APPROVAL OF GOVERNING BODY

Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

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 approve the appointments of Ann Ikels and Lee Ikels to the Hays County Child Protective Board.

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

PREFERRED MEETING DATE REQUESTED: September 27, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

Current Board Members:

Karen Brown, Chair	Jennifer Anderson
June Hankins, Sec.	Renee' Lehmann
Mary Cauble, Treas.	Gene Martin
Anna Ve Farr-Vice Chair	Julia Ramsey New
Jody Doss	Gina Terrell
Cornelia Cheatham	

Ann Ikels

713 Mountain View, San Marcos, Tx. 78666
512-392-5966

Education:

1993-95 Management Administrative Certification Program
1997 Master of Education at Tx. State University
1966 B. S. in Ed.—New Mexico State University

Professional Experience

2005-11 Instructor at Tx. State University
2003-2011 University Supervisor of student teachers at
 Tx. State University
2001-2003 Principal of Frazier Elementary/ Comal ISD
 New Braunfels, Tx.
1997-2000 Assistant Principal of Frazier Elementary / Comal ISD
1997-98 Assistant Principal of Comal Elementary / Comal ISD
1996 – Extended School Program Principal/ Hernandez
 Intermediate / San Marcos CISD / San Marcos, Tx.
1995 Extended School Program Principal / Hernandez
 Intermediate School / San Marcos CISD / San Marcos, Tx.
1994 Extended School Program Principal / DeZavala Elementary
 San Marcos CISD / San Marcos, Tx.
1994-97 Technology Teacher/ DeZavala Elementary / San
 Marcos CISD
1994 Administrative Intern / DeZavala Elementary / San Marcos
 CISD
1985-1994 Teacher (classroom, G/T, Migrant) San Marcos CISD
1977-78 Adult G.E.D. Science and Math Teacher/ San Marcos
1972-75 Middle School Teacher / San Marcos CISD
1969-70 All Level Sub Teacher / Flagstaff, Ariz. CISD
1968-69 Elementary Teacher / Las Cruces CISD/ Lae Cruces, N. M.
1966-67 Elementary Teacher / Gasden CISD, Anthony, Tx.

References:

Sidney Ridgeway, Principal
Comal ISD, New Braunfels

Yolanda Almandarez, Principal
DeZavala Elementary, San Marcos CISD

Carol Hall, Superintendent
Comal ISD, New Braunfels, Tx.

LEE R. IKELS
713 MOUNTAIN VIEW, San Marcos, Tx. 78666
512-396-5966

Education:

1960-61 – San Antonio College

1961-63 – Southwest Tx. University

Professional Experience

1964-2001 Manager of Technical Services, Mission Valley Mills

1985-97 Comal CISD Board Member

2001-03 Sales, North Caroline Furniture Direct, San Marcos, Tx.

2004-11 Head Coordinator, Hays County Master Gardeners

1960-85 Sports Official, Southwest Conf. Basketball/ Baseball

2005-2008 – TASO Sports Official

References:

Bill Morton, Plant Manager, Mission Valley Mills

Earl Studdard, President North Caroling Direct Furniture

Jerry Major – Past superintendent of Comal CISD

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 & possible action to authorize the County Judge to execute a Grant Award from the Office of the Governor, Criminal Justice Division for the Hays County Sheriff's Office Automatic Vehicle Locator (AVL) project in the amount of \$47,265.00.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Cutler/Hauff

SPONSORED BY: Cobb

SUMMARY: On February 22, 2011 the Commissioners' Court authorized submission of a grant application to the Governor's Office, Criminal Justice Division for the Sheriff's Office AVL project. The AVL system will enhance dispatch communication functions within the Emergency Communication Center (ECC). The AVL uses the Global Positioning System (GPS) to monitor the patrol vehicles and can pinpoint the longitude, latitude, and the course of direction of the vehicle in operation at any given time. The current grant award includes an annual support fee of \$6,615.00. The annual support fee is a cost that the County will have to budget in future years. No matching funds are required for this grant program. The term for the award is September 1, 2011 through March 31, 2012. The Statement of Grant award is attached and acceptance of the Grant award is done electronically. The equipment purchases will be placed in FY12 Budget.

DESCRIPTION OF Item: Discussion & possible action to authorize the County Judge to execute a Grant Award from the Office of the Attorney General, Criminal Justice Division for the Hays County Sheriff's Office Automatic Vehicle Locator (AVL) project in the amount of \$47,265.00.

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$ 47,265

LINE ITEM NUMBER: This will be added to our FY 12 budget if approved.

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: _____

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: DJ-09-A10-24711-01 **CFDA or State ID:** 16.738
Program Fund: DJ-Edward Byrne Memorial Justice Assistance Grant Program
Grantee Name: PREVIEW - Hays County - PREVIEW -
Project Title: Hays County Sheriff's Office Automatic Vehicle Locator (AVL) Project
Grant Period: 09/01/2011 - 03/31/2012
Liquidation Date: 06/29/2012
Date Awarded: September 09, 2011
CJD Grant Manager: Toni Kanetzky

CJD Award Amount: \$47,265.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$47,265.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 09, 2011

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://ejdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

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 approve the execution of an Advanced Funding Agreement (AFA) Amendment 1 with TxDOT for the RM 967 at Ruby Ranch project.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 18, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

On February 22, 2011, the Commissioners' Court authorized the County Judge to execute an Advanced Funding Agreement with TxDOT for RM 967 at Ruby Ranch. The intersection of RM 967 and Ruby Ranch Road was identified as an intersection which warranted safety improvements. This project was identified as one that would only be authorized as funding became available. In September of 2010, the Court approved funding for services rendered in the design phase only. This permitted designs to move forward as the Court monitored the bond program budget.

At this time, the design has advanced such that the plans and environmental documents will soon be ready for review by TxDOT. The adoption of an advance funding agreement will advance the design phase, provide the opportunity to obtain TxDOT reviews, and identify the anticipated source of the construction funding. However, the AFA does not lock the local entity into letting the project.



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

September 7, 2011

Hays County
CSJ: 1776-01-030
RM 967 at Ruby Ranch Road

The Honorable Albert H. Cobb, Jr.
County Judge
Hays County
111 E. San Antonio St., #300
San Marcos, Texas 78666

Attn: Vickie Wilhelm

Dear Judge Cobb:

Enclosed are two copies of Amendment No. 1 to the Advance Funding Agreement executed April 8, 2011 for the above project. The Project consists of the construction of turn lanes on RM 967 at Ruby Ranch Road to be funded by the County and constructed by TxDOT. Revisions were made to Attachment A to outline construction responsibilities that were inadvertently left out of the original Agreement.

Please sign and date both Amendments and return to me for further execution. One original executed copy of the Amendment will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,



Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

cc: Donald E. Nyland, P.E., S. Travis Area Engineer, TxDOT
Commissioner Debbie G. Ingalsbe, Hays County, Precinct 1
Commissioner Mark Jones, Hays County, Precinct 2
Commissioner Will Conley, Hays County, Precinct 3
Commissioner Ray Whisenant, Hays County, Precinct 4

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

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CSJ # 1776-01-030
District # 14 - Austin
Code Chart 64 # 50106
Project: Construct Turn Lanes on
RM 967 at Ruby Ranch Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Hays, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 8th day of April, 2011 to effectuate their agreement to construct turn lanes on RM 967 from 0.093 miles west of Ruby Ranch Road to 0.154 miles east of Ruby Ranch Road; and,

WHEREAS, the agreement is being revised to add an Article to Attachment A, "Payment Provision and Work Responsibilities" delineating construction responsibilities; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

1. Attachment A, "Payment Provision and Work Responsibilities" of the original agreement is deleted in its entirety and replaced with Attachment A-1 "Payment Provision and Work Responsibilities" attached herein.

CSJ # 1776-01-030
 District # 14 - Austin
 Code Chart 64 # 50106
 Project: Construct Turn Lanes on
RM 967 at Ruby Ranch Road
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ATTACHMENT A-1
PAYMENT PROVISION AND WORK RESPONSIBILITIES

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering & Environmental (by Local Government)		\$ 82,664.00	0%	\$0	0%	\$0	100%	\$ 82,664.00
Construction (by State)		\$506,000.00	0%	\$0	0%	\$0	100%	\$ 506,000.00
Subtotal		\$588,664.00	\$0	\$0	\$0	\$ 588,664.00		
Preliminary Engineering Direct Cost Total \$9,093.00 (10.99%)	Environmental Direct State Costs (20%)	\$ 1,818.60	0%	\$0	100%	\$ 1,818.60	0%	\$0
	Right of Way Direct State Costs (20%)	\$ 1,818.60	0%	\$0	100%	\$ 1,818.60	0%	\$0
	Engineering Direct State Costs (40%)	\$ 3,637.20	0%	\$0	100%	\$ 3,637.20	0%	\$0
	Utility Direct State Costs (20%)	\$ 1,818.60	0%	\$0	100%	\$ 1,818.60	0%	\$0
Construction Direct State Costs (14.5%)		\$ 73,370.00	0%	\$0	100%	\$ 73,370.00	0%	\$0
Indirect State Costs (6.2%)		\$ 36,497.17	0%	\$0	100%	\$ 36,497.17	0%	\$0
Subtotal		\$118,960.17	\$0	\$ 118,960.17	\$0			
TOTAL		\$707,624.17	\$0	\$ 118,960.17	\$ 588,664.00			

This is an estimate. The final amount of the Local Government's participation will be based on actual costs. A payment of \$506,000 for estimated construction costs will be due from the Local Government 60 days prior to contract letting.

Work Responsibilities:

1. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project. Coordination shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearance has been obtained, prior to beginning work.

2. Engineering Services

- a. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- b. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards. A project development schedule of design activities shall be supplied to the TxDOT South Travis Area Engineer office upon initiation of the Project. Design reviews shall be held for 30%, 60% and 95% plans in accordance with the Austin District's Project Development Review Process and schedule.
- c. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- d. The Local Government shall submit the completed PS&E to the State for review and approval a minimum of four months prior to the beginning of construction work.

3. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost

CSJ # 1776-01-030
District # 14 - Austin
Code Chart 64 # 50106
Project: Construct Turn Lanes on
RM 967 at Ruby Ranch Road
Federal Highway Administration
CFDA # 20.205
Not Research and Development

of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

4. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. The Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support compliance must be maintained and made available to the State and its representatives for review and inspection.

5. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments or additional work orders which may become necessary subsequent to the award of the construction contract. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase in cost of more than ten percent (10%) to the Local Government over the Project Agreement (Low Bid) amount. The Local Government will respond within five (5) business days of the notification by TxDOT.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. The State will award the contract up to a cost equal to 20% over the latest Engineer's Estimate. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.

CSJ # 1776-01-030
District # 14 - Austin
Code Chart 64 # 50106
Project: Construct Turn Lanes on
RM 967 at Ruby Ranch Road
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2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Action to Authorize Commercial OSSF Permit at 14401 FM 1826, Austin, TX in Precinct 4.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: AZS Enterprises Inc. is proposing a convenience store with café at the intersection of Nutty Brown Rd and 1826. This permit will grant authorization to construct a non standard treatment and drip irrigation dispersal on-site sewage facility designed for 1484 gallons per day. The property is 5 acres in size. The business will be connected to a public water supply. The site specification and tank profile sheets are attached.

STAFF REVIEW/COMMENTS

Development Services Director: Recommend approval.

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

SITE PROFILE

Page 1
9/14/2011

OSSF Permit #: 2010-437

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit
☒ Flood Plain permit

PROPERTY ADDRESS: 14401 FM 1826, AUSTIN TX 78737

NAME OF OWNER: AZS ENTERPRISE, INC.

MAILING ADDRESS: 3601 KYLE CROSSING STE.B KYLE TX 78640 HUGO ELIZONDO, JR. P.E

Work Phone: (512) 312-5040

Cell: (512) 565-9040

Home Phone:

Fax:

☒ Commercial

Septic Type: Commercial

Reason: New

6840 Sq Ft

0 Employees

Purchased: 11/30/2010

Revision:

License Date:

Field: 0

Plans:

Final Inspection:

Printed:

0 0 0 0

Authorization:

Approved By:

Installed:

Other Information: ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☒ ETJ Dripping Spring

☐ Well

☐ Water saving fixtures

☒ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract:

Block:

Lot size: 5.0

Precinct/Zone: 4

Affidavit File Date:

Survey:

Grid/Section:

Subdivision: 1826 Nutty Brown

Reference: R15194

Evaluator's Information: Site Evaluator: ELIZONDO, HUGO Type of soil: 4 Soil Date: 11/9/2010 1484 GPD

System Information:

Manufacturer: HOOT AEROBIC SYSTEMS, INC.

Distributor:

Designer: ELIZONDO, HUGO

Installer: TBD

Treatment Type: Aerobic

Disinfectant:

Flood Plain Permit:

Disposal: Drip Emitters

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status:

System:

Brand / Model

Serial Number

Date

Flood Plain Date:

Aerator:

Flood Plain Certificate:

Discharge:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information:

Routine Maintenance Required

☐ Active Service

☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

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 agreement with the City of Umland regarding subdivision and development regulation in the extraterritorial jurisdiction of Umland, pursuant to HB1445 (2001).

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: JONES/INGALSBE

SPONSORED BY: JONES/INGALSBE

SUMMARY:

To date, the City of Umland and Hays County have never executed a 1445/interlocal agreement for plat approvals in the ETJ. The City has approved the attached agreement which will get both entities in compliance with state law.

This interlocal agreement will streamline the platting process by utilizing Hays County as the "one-stop" shop for plat review and approvals. Development Services staff will still coordinate with the City and require compliance with regulations identified by the City at the time of review.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to approve the adjustment of the county election precinct and JP/Constable boundaries pursuant to Section 42 of the Texas Election Code.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: COWAN

SPONSORED BY: COBB

A map with adjusted boundaries will be made available for review.

Attached is a spreadsheet of the population within the new County Election Precinct boundaries of Map M2. The congressional, senatorial and JP Precinct boundary lines have been followed and a number of new county election precincts have been created. Slight changes with the JP/Constable boundaries have been proposed. Upon court approval the changes in the JP/Constable boundaries would allow us to take some of the small precincts into existing ones. The changes in the JP/Constable boundaries would eliminate 5 boxes.

Box	Poptotal	JP Pct	Explanation of Change
110	1980	1	
111	391	1	
112	3464	1	took some of 114
113	5611	1	
120	8953	1	
120A	936	1	outside of City of San Marcos
125	4752	2	part of 127
127	6748	2	
128	93	5	part of 228
129	7597	2	part of 227 amberwood & trails
130	56	5	part of 228
221	5191	2	
222	2037	5	part of Pct 224 City of Buda CD divides
223	3596	2	pulled out home town kyle
224	5062	5	City of Buda
225	1747	2	
226	3353	5	pull in city of hays
228	6281	5	
229	6306	2	take part of 127 & remove 2 sec. to 127
230	1868	5	
232	2401	5	
234	2661	5	
236	379	4	part of Pct 442
238	0	4	part of Pct 442
301	0	1	
315	2991	1	
315A	795	1	City of San Marcos
316	1347	1	Pct 116
317	764	1	Pct 116 CD/SD boundaries
318	143	1	Pct 330 CD/SD boundaries
330	2286	1	takes in a piece of 334

Precinct	Active	Suspense	Pct Total
110	1,284	85	1,369
111	698	153	851
112	927	130	1,057
113	3,010	618	3,628
114	1,143	333	1,476
116	1,172	219	1,391
120	3,473	1,166	4,639
127	4,342	363	4,705
221	2,474	267	2,741
223	3,227	224	3,451
224	3,940	242	4,182
225	2,010	94	2,104
226	2,451	153	2,604
227	3,229	277	3,506
228	2,130	167	2,297
229	2,077	138	2,215
230	2,880	164	3,044
234	851	78	929
315	2,774	142	2,916
330	2,299	608	2,907
331	525	43	568
332	1,591	631	2,222
333	1,852	89	1,941
334	2,866	1,694	4,560
335	3,116	221	3,337
336	1,997	872	2,869
337	4,001	270	4,271
440	1,513	95	1,608
441	2,663	146	2,809
442	1,729	91	1,820
443	5,183	263	5,446

331	776	1	
332	4864	1	part of Pct 447 take in part of 334
333	2055	3	CD crosses
334	4299	1	take in part of 330
335	3986	3	CD crosses
336	4523	1	
337	5282	3	
339	1162	3	part of 333/335
347	61	4	piece of Pct 440
348	2016	3	was Pct 448
349	118	4	piece of Pct 442
413	1624	1	part of 332 & 334
414	2571	1	most of 114
415	2371	1	most of 446 & part of 447
416	470	2	part of 225
417	562	2	part of 225
418	83	2	part of 223
419	2508	2	part of 223
420	1081	2	part of 223 & 225
421	18	3	part of Pct 448
422	98	3	part of Pct 448
423	16	5	part of Pct 230
440	2457	4	
441	3570	4	
442	2528	4	took some of 443
443	4189	4	split the original pct
444	6727	4	took some of 443
447	2991	1	part went to 332
449	3639	4	take in part of 442
58 pcts	156,434		120A & 315A are noted for city within the pct

sm pct CD

444	2,872	138	3,010
446	1,240	869	2,109
447	1,899	139	2,038
448	1,524	75	1,599
449	1,472	104	1,576
	82,434	11,361	93,795
9/2/2011 report on present reg voters			

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 resolution to authorize legal counsel to send a notice of default and termination notice to Amerigroup Community Care related to its contract with the Hays County Personal Health Department (provider).

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: INGALSBE/HARGRAVES

SPONSORED BY: INGALSBE

SUMMARY: After review of the contract and accompanying contract materials, it appears that Amerigroup has failed to pay the Hays County Personal Health Department in full for the services it has provided to indigent citizens. The contract between Hays County and Amerigroup provides that a notice of default must be provided in advance of contract termination. The requested Notice of Default would mark an opportunity for the Parties to confer and remedy any contractual issues that exist. If issues are resolved within a reasonable period of time, then the contract will not need to be terminated.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: \$1,101,000.00 (Budgeted)

LINE ITEM NUMBER OF FUNDS REQUIRED: 5448-010

REQUESTED BY: INGALSBE

SPONSORED BY: INGALSBE

SUMMARY:

Hays Co. has had a long standing interest in improving traffic safety near San Marcos High School. These efforts envision extending McCarty Ln. eastward, around the high school property to intersect with Hwy 123. A portion of this extension of McCarty lies in an unincorporated area of Hays County (1200 LF). It is estimated that the cost of design, right of way, and construction for the County's portion of this roadway is \$1,101,000.00. Cottonwood Creek development and the City of San Marcos are proposing to partner with the County to extend McCarty past this unincorporated section and make the connection with Hwy 123. Today's action would allow the Auditor to transfer current budgeted moneys to the City of San Marcos for their use in accomplishing all aspect of this project.

It is anticipated that the cost of the total project will be \$3.3M. In essence, the county would be paying a third of the cost. I believe this is a great way for the county to leverage our funds to get an important safety and mobility project completed.

The funds were budgeted specifically for this project.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

COUNTY AUDITOR

AMOUNT: \$1,101,000.00

LINE ITEM NUMBER: 020-710-00.5448-010

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: In current year budget. Will it need to be paid in FY11 or will it rollover to FY12?

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: (1:30 pm) Hold a public hearing on the proposed FY 2012 Hays County budget.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog

SPONSORED BY: Cobb

SUMMARY:

Attachments: FY 2012 Public Hearing Notice

FY 2012 Proposed Budget Recap

NOTICE OF PUBLIC HEARING ON HAYS COUNTY FY 2012 BUDGET

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY2012 budget on September 20, 2011 at 1:30 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

This budget will raise more total property taxes than last year's budget by \$763,497 (1.5%). And of that amount, \$1,463,431 is tax revenue to be raised from new property added to the tax roll this year.

Prior to the adoption and thereafter, a copy of the budget will be on file in the offices of the Hays County Clerk and Hays County Auditor, as well as the County's website @ www.co.hays.tx.us for public inspection.

FY 2012
County of Hays
Estimated Revenues, Expenditures and Fund Balances
Commissioner's Court Proposed - 8/23/2011

Fund No	Operating Funds	Estimated Beginning Fund Balances	Estimated Revenue	Estimated Expenditures	Transfers In & (Out)	Estimated Ending Fund Balances
001	General	26,000,000	51,518,453	49,574,386	(2,464,372)	25,479,695
002	Election Contract Fee	100,000	70,839	165,839		5,000
020	Road & Bridge	3,550,000	7,839,952	11,370,314		19,638
050	Sheriff's Abandoned Vehicle	25,000	0.00	25,000		0.00
051	Bail Bond Board	30,000	4,000	25,906		8,094
052	Sheriff's Special Projects	6,000	0.00	6,000		0.00
053	Sheriff's Drug Forfeiture	60,000	0.00	41,891		18,109
070	Juvenile Detention Center	0.00	4,347,500	4,347,500		0.00
080	District Attorney Hot Check Fee	0.00	18,000	18,000		0.00
081	District Attorney Drug Forfeiture	30,000	0.00	30,000		0.00
084	Law Library	0.00	46,000	80,932	34,932	0.00
100	County/District Court Technology	2,500	1,800	4,300		0.00
101	Records Management	156,000	320,000	473,343		2,657
102	County Clerk Guardianship Fee	15,000	5,000	20,000		0.00
105	Courts Records Preservation	10,000	6,000	16,000		0.00
106	County Records Preservation	250,000	65,000	255,000		60,000
107	Courthouse Security	0.00	83,100	205,610	122,510	0.00
108	District Court Records Technology	15,000	8,000	23,000		0.00
110	Justice Court Building Security	70,000	11,900	81,900		0.00
111	Court Reporter Services	10,000	33,000	34,900		8,100
112	Justice Court Technology	180,000	48,700	200,000		28,700
115	Alternative Dispute Resolution	0.00	38,100	38,100		0.00
120	Family Health Services	0.00	815,342	3,186,463	2,371,121	0.00
121	Tobacco Settlement	700,000	75,000	587,813	(187,187)	0.00
140	Hays County Parks	0.00	0.00	122,996	122,996	0.00
141	Historical Commission	3,000	7,000	10,000		0.00
149	SECO Energy Audit	0.00	72,903	72,903		0.00
170	Infrastructure Improvement	220,000	0.00	220,000		0.00
171	LCRA Service Fee	250,000	391,725	450,975		190,750
172	Shoot Safe Hays County	15,000	0.00	15,000		0.00
Total Operating Funds		31,69 ,500	65,827,314	71,704,071	0.00	25,820,743
Debt Funds						
190	Hays County I&S (detail attached)	4,100,000	17,109,876	19,264,230		1,945,646
Total Debt Funds		4,100,000	17,109,876	19,264,230		1,945,646
Construction Funds						
022	Road Bonds S 2006	730,000	0.00	730,000		0.00
023	Pass thru Road Bonds S 2009	24,380,000	0.00	24,380,000		0.00
024	Dacy Lane COs S 2009	1,500,000	2,000,000	3,500,000		0.00
026	Pass thru Road Bonds S 2011	45,635,000	0.00	45,635,000		0.00
027	Priority Road Bonds S 2011	35,378,434	0.00	35,378,434		0.00
028	Turnersville Road COs S 2011	400,000	0.00	400,000		0.00
114	Civil Courts Building Fund	0.00	56,000	182,500		0.00
144	Historical Jail Restoration	96,138	8,648	104,786		0.00
150	Park Bond S 2011	3,925,000	0.00	3,925,000		0.00
Total Construction Funds		112,044,572	2,064,648	114,235,720		0.00
TOTAL ALL FUNDS		147,842,072	85,001,838	205,204,021	0.00	27,766,389

FY 2012
County of Hays
Estimated Revenues, Expenditures and Fund Balances
Commissioner's Court Proposed - 8/23/2011

Fund No	Other Funds	Estimated Beginning Fund Balances	Estimated Revenue	Estimated Expenditures	Transfers In & (Out)	Estimated Ending Fund Balances
003	*Medical & Dental	1,000,000	8,800,000	8,800,000	0.00	1,000,000
<p>*This fund's revenues and expenditures are not included in total funds because the expenditures are reflected as payroll expenses in the various funds on the previous page.</p>						

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to set the salaries and allowances for Hays County elected officials for FY 2012.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog

SPONSORED BY: Cobb

SUMMARY:

Attachments: Public officials and their FY 2012 proposed salaries and allowances.

ELECTED OFFICIALS SALARY & ALLOWANCES

<u>ELECTED OFFICIAL</u>	<u>PROPOSED FY 2012</u>	<u>ELECTED OFFICIAL</u>	<u>PROPOSED FY 2012</u>
County Judge	77,490	Justice of the Peace Pct. 3	53,809
Travel Allowance	10,962	Longevity	720
Commissioner Pct. 1	65,048	Travel Allowance	3,064
Longevity	1,115	Magistrate Allowance	3,000
Travel Allowance	9,744	Justice of the Peace Pct. 4	53,809
Commissioner Pct. 2	65,048	Longevity	240
Travel Allowance	9,744	Travel Allowance	3,064
Commissioner Pct. 3	65,048	Magistrate Allowance	3,000
Longevity	360	Justice of the Peace Pct. 5	53,809
Travel Allowance	9,744	Travel Allowance	3,064
Commissioner Pct. 4	65,048	Magistrate Allowance	3,000
Travel Allowance	9,744	Constable Pct. 1	50,502
District Clerk	62,308	Longevity	1,320
Longevity	1,110	Uniform Allowance	720
Travel Allowance	3,064	Constable Pct. 2	50,502
County Clerk	62,308	Longevity	1,920
Longevity	1,035	Uniform Allowance	720
County Court @ Law 1-Judge	126,919	Constable Pct. 3	50,502
County Court @ Law 2-Judge	126,919	Longevity	785
Longevity	1,380	Uniform Allowance	720
Sheriff	87,689	Constable Pct. 4	50,502
Tax Assessor	66,679	Uniform Allowance	720
Longevity	995	Constable Pct. 5	50,502
Travel Allowance	3,306	Longevity	520
Treasurer	64,000	Uniform Allowance	720
Longevity	1,535	22nd Judicial District Judge	
Justice of the Peace Pct. 1-1	53,809	Salary Supplement	2,919
Longevity	1,570	207th Judicial District Judge	
Travel Allowance	3,064	Salary Supplement	2,919
Magistrate Allowance	3,000	274th Judicial District Judge	
Justice of the Peace Pct. 1-2	53,809	Salary Supplement	2,919
Longevity	480	428th Judicial District Judge	
Travel Allowance	3,064	Salary Supplement	2,919
Magistrate Allowance	3,000		
Justice of the Peace Pct. 2	53,809		
Longevity	720		
Travel Allowance	3,064		
Magistrate Allowance	3,000		

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 adopt the FY 2012 Hays County budget after making any final changes.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog

SPONSORED BY: Cobb

SUMMARY: A list of some changes to the budget that the Court may wish to consider will be provided for the Courts review. Additional recommendations for consideration may be presented by the Court members or as a result of the public hearing.

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 ratify the property tax increase reflected in the FY 2012 Hays County budget.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog

SPONSORED BY: Cobb

SUMMARY: Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the Commissioners court to ratify the property tax increase reflected in the budget. This budget will raise more total property taxes than last year's budget By \$763,497 (1.5%). And of that amount, \$1,463,431 is tax revenue to be raised from new property added to the tax roll this year.

Attachments: FY 2012 Public Hearing Notice

NOTICE OF PUBLIC HEARING ON HAYS COUNTY FY 2012 BUDGET

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY2012 budget on September 20, 2011 at 1:30 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

This budget will raise more total property taxes than last year's budget by \$763,497 (1.5%). And of that amount, \$1,463,431 is tax revenue to be raised from new property added to the tax roll this year.

Prior to the adoption and thereafter, a copy of the budget will be on file in the offices of the Hays County Clerk and Hays County Auditor, as well as the County's website @ www.co.hays.tx.us for public inspection.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve an order adopting the tax rate for FY 2012 and levy the taxes.

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

PREFERRED MEETING DATE REQUESTED: September 20, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Herzog

SPONSORED BY: Cobb

SUMMARY:

Attachments: Order Adopting an Ad Valorem Tax Rate
Itemized Tax Rate

**ORDER ADOPTING AN AD VALOREM TAX RATE
FOR FISCAL YEAR 2012 FOR HAYS COUNTY**

**THE STATE OF TEXAS
COUNTY OF HAYS**

On this 20th day of September, 2011, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the fiscal year 2012 ad valorem tax rate as follows. All figures are in pennies per \$100 taxable property valuation:

General Maintenance and Operations	29.99 cents
General Debt	12.52 cents
Road and Bridge M&O	4.40 cents
<hr/>	
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2012	46.91 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 20th day of September, 2011.

FOR	()	_____
AGAINST	()	BERT COBB, M.D.
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, JR.
ABSTAIN	()	COMMISSIONER, PRECINCT 4

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

ITEMIZED TAX RATE
FY 2012
HAYS COUNTY
Commissioner's Court Proposed - 08/23/2011

<u>VALUATION</u>	<u>FUNDS</u>	<u>TAX RATE</u>	<u>ESTIMATED TAX COLLECTION</u>
11,152,932,435 (1¢ = \$1,081,834 @ 97% Collection)	General M&O	29.99¢	32,444,202
	General Debt	12.52¢	13,544,561
11,115,161,195 (1¢ = \$1,078,171 @ 97% Collection)	Road & Bridge M&O	<u>4.40¢</u>	<u>4,743,952</u>
	AD VALOREM TAX RATE	<u>46.91¢</u>	<u>\$50,732,715</u>
	ASSESSED TAXES		\$52,301,768

--

Effective Tax Rate	46.91¢
<u>Proposed Tax Rate</u>	<u>46.91¢</u>
Rollback Tax Rate	50.59 ¢

--

TAX INCENTIVE PROGRAMS

\$127,462,726 (1¢ = \$12,746 @ 100% Collection)	General M&O	29.88¢	380,850
\$107,205,606 (1¢ = \$10,721 @ 100% Collection)	General Debt	12.63¢	135,406
\$96,442,156 (1¢ = \$9,644 @ 100% Collection)	Road & Bridge M&O	<u>4.40¢</u>	<u>42,434</u>
	AD VALOREM TAX RATE	<u>46.91¢</u>	<u>\$558,690</u>