

**Commissioners Court –March 13, 2012
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13th day of March, 2012**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	3-4	Adopt a Proclamation declaring March 12 – 18, 2012 as Multiple Sclerosis Awareness Week. INGALSBE
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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.

2	5	Approve payments of county invoices. HERZOG
3	6-10	Approve Commissioners Court Minutes of March 6, 2012. COBB/GONZALEZ
4	11-15	Accept the delivery of the Internal Examination Report for the Hays County Development Services Department. COBB/HERZOG
5	16-18	Approve renewal agreement for planned maintenance on the generator at the Hays County Personal Health Department, 401A Broadway, San Marcos, Texas. COBB/KNOTT
6	19-23	Authorize Information Technology to dispose of Computer Equipment. COBB/MCGILL
7	24-27	Approve Utility Permits. COBB
8	28	Authorize the County Judge to execute a renewal of the Interlocal Agreement (ILA) between the City of Woodcreek and Hays County regarding road repair and maintenance. CONLEY
9	29-65	Approve the August 2011-January 2012 Treasurer's Reports and Investment Reports. COBB/TUTTLE
10	66-68	Approve renewal contract for Ron Hood, Constable, Precinct 3 with the Texas 1033 Surplus Property Program and authorize the County Judge to execute the contract. WHISENANT/HOOD
11	69-71	Amend the Budget of Constable, Precinct 2 for vehicle maintenance from law enforcement equipment. JONES/KOHLER
12	72-74	Authorize the Government Center Security to assume the Elections Office equipment lease for copier and amend the budget for the cost of the lease and for land lines and cell phone service. COBB/STRAIN
13	75-77	Accept a donation of \$100.00 to the Sheriff's Office Community Outreach Program and amend the budget accordingly. COBB/CUTLER

ACTION ITEMS

MISCELLANEOUS

14	78	Discussion and possible action to approve the adjustment of the county election precinct boundaries. COBB/COWAN
15	79-84	Discussion and possible action to accept and approve the Proposal for the Law Enforcement Center Immediate Needs – RTU Control Upgrades as submitted by JE Dunn Construction and to waive the County purchasing policy that would require obtaining two additional quotes. COBB/ROBINSON

16	85-86	Discussion and possible action to adopt a resolution requesting a sale of property acquired by the City of San Marcos, Texas in trust for itself, San Marcos CISD and Hays County at a Delinquent Tax Sale. INGALSBE
17	87-90	Discussion and possible action to approve the security and access policy for the Hays County Government Center and fee amount for the issuance of cards to Hays County Bar Association members. COBB/INGALSBE/KENNEDY/CUTLER
18	91-110	Discussion and possible action to authorize the County Judge to execute an Interlocal Contract with South Central Planning and Development Commission for licensing of permitting software for use in the Development Services Department and amend budget accordingly. COBB/GARZA
19	111	Discussion and possible action to approve the appointment of Rosalba Merchant to the Board of Directors of Community Action Inc. of Central Texas. COBB

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.

20	112	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale of County owned properties. Possible action may follow in open court. COBB
21	113	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, lease, exchange, or value of real property related to the Dahlstrom Ranch project in Precinct 2. JONES

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.

22	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
23	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
24	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
25	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 9th day of March, 2012

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Adopt a Proclamation declaring March 12 – 18, 2012 as Multiple Sclerosis Awareness Week.

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

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Please see attached Proclamation.



**PROCLAMATION DECLARING MARCH 12 – 18, 2012 AS
MULTIPLE SCLEROSIS AWARENESS WEEK**

**STATE OF TEXAS §
 §
COUNTY OF HAYS §**

WHEREAS, multiple sclerosis interrupts the flow of information between the brain and the body and stops people from moving; is an unpredictable, often disabling disease of the central nervous system, and every hour in the United States someone is newly diagnosed; and

WHEREAS, MS affects more than 400,000 people in the U.S, over 2.1 million worldwide and more than 56,000 Texans including those diagnosed and their support networks; and

WHEREAS, often first diagnosed in individuals ages 20-50, at least two to three times more women than men have been diagnosed; and

WHEREAS, MS symptoms range from numbness and tingling to blindness and paralysis. The progress, severity and specific symptoms of MS in any one person cannot yet be predicted, but advances in research and treatment are moving us closer to a world free of MS; and

WHEREAS, the National MS Society addresses the challenges of each person affected by MS by funding cutting-edge research, driving change through advocacy, facilitating professional education, collaborating with MS organizations around the world, and providing programs and services designed to help people with MS and their families move their lives forward; and

WHEREAS, the National MS Society mobilizes people and resources to drive research for a cure and to address the challenges of everyone affected by MS; and

WHEREAS, the National MS Society strives to engage more people to know and care about MS, thus establishing MS Awareness Week — a rallying cry for people living with MS, and everyone who is a part of the MS community; and

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners' Court does hereby proclaim the week of March 12 – 18, 2012 as:

Multiple Sclerosis Awareness Week

And do hereby commend the National MS Society for their exceptional contributions to enhance the lives of Texans impacted by MS and encourages the citizens of Hays County to join the movement and help move us closer to a world free of MS.

ADOPTED THIS THE 13th DAY OF MARCH, 2012

Bert Cobb
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

Agenda Item Request Form

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Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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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 MARCH 6, 2012.

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

PREFERRED MEETING DATE REQUESTED: MARCH 13, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



VOLUME U PG 790

MARCH 6, 2012

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 6TH DAY OF MARCH A.D., 2012, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe recognized Constable David Peterson's birthday. Commissioner Will Conley Precinct 3 gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

David Glenn – Wimberley resident, Dottie Barnes – San Marcos resident, Darren Casey – San Antonio resident made public comment.

27918 ADOPT A PROCLAMATION RECOGNIZING THE 20TH ANNIVERSARY OF THE JUNIOR AIR FORCE ROTC PROGRAM AT SAN MARCOS HIGH SCHOOL

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to adopt a Proclamation recognizing the 20th Anniversary of the Junior Air Force ROTC program at San Marcos High School. All voting "Aye". MOTION PASSED

27919 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$ 6,541,006.26 and add an invoice in the amount of \$470,997.75 to Montith Title Company for Precinct 2 Land Acquisition as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27920 APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 28, 2012

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of February 28, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27921 AMEND THE GOVERNMENT CENTER BUILDING FUND TO REFLECT ACTUAL EXPENSES IN THE APPROPRIATE BUDGET LINE ITEM

Total funds were budgeted in the construction line item and need to be reallocated to record the expenses in the appropriate general ledger line item. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to amend the Government Center Building Fund to reflect actual expenses in the appropriate budget line item. All voting "Aye". MOTION PASSED

27922 APPROVE SPECIFICATIONS FOR IFB #2012-B05 METAL PIPE AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

Bids are solicited for furnishing the metal pipe as set forth in this bid proposal. Completed bid proposals must be received in the purchasing office before 2:00 p.m. on March 22, 2012. The bid award shall be based on but not necessarily limited to the following factors: total price, special needs and requirements of Hays County, vendor's past performance record with Hays County, and Hays County's evaluation of vendor's ability. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve specifications for IFB #2012-B05 Metal Pipe and authorize Purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED



MARCH 6, 2012

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27923 ACCEPT THE DONATION OF (2) MOTION SENSITIVE INFRARED CAMERAS FROM THE NON-PROFIT ORGANIZATION, KEEP WIMBERLEY BEAUTIFUL, TO THE CONSTABLE PRECINCT 3 OFFICE AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to accept the donation of (2) motion sensitive infrared cameras from the non-profit organization, Keep Wimberley Beautiful, to the Constable Precinct 3 office and amend the budget accordingly. All voting "Aye". MOTION PASSED

27924 APPROVE AMENDED FY 2012 IMMUNIZATION CONTRACT BETWEEN THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND THE PERSONAL HEALTH DEPARTMENT (PHD)

The purpose of this amendment is to revise Exhibit A (work plan) of the current contract to incorporate the new federal definition of "underinsured" for the purposes of qualifying for the Texas Vaccines for Children program. The original wording stated "... is underinsured (has health insurance that Does Not pay for vaccines, has a co-pay or deductible the family cannot meet, or has insurance that provides limited wellness of prevention coverage)". The revised wording as of 12/2011 states "...is underinsured: 1)has commercial (private) health insurance, but coverage does not include vaccines; or 2) insurance covers only selected vaccines (TVFC-eligible for non-covered vaccines only; or 3) insurance caps vaccine coverage at a certain amount. Once that coverage amount is reached, the child is categorized as underinsured." There is no change in funding. The effective date of this amendment is 02/08/2012. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve amended FY 2012 Immunization contract between the Texas Department of State Health Services (DSHS) and the Personal Health Department (PHD). All voting "Aye". MOTION PASSED

27925 RATIFY THE EXECUTION OF CLOSING DOCUMENTS BY LEGAL COUNSEL, RELATED TO THE PURCHASE OF THE NEW PRECINCT 2 PROPERTY ON FM 2770 IN KYLE, TEXAS

Per common practice, Legal Counsel executed a number of documents related to closing the new Precinct 2 property on Monday, March 5, 2012. The court authorized this purchase on the January 3, 2012. A motion was made by Commissioner Conley, seconded by Commissioner Jones to ratify the execution of Closing Documents by Legal Counsel, related to the purchase of the new Precinct 2 property on FM 2770 in Kyle, Texas. All voting "Aye". MOTION PASSED

27926 RATIFY THE COUNTY JUDGE'S SIGNATURE ON THE TXDOT CHANGE ORDER APPROVED ON 2/28/12 RELATED TO IMPROVEMENTS ON RM 2325

This item will correct the action on February 28, 2012 authorizing the County Judge to execute a Change Order with Angel Brothers. The County is contracted with TxDot for this project and the Change Order that was submitted was a TxDot Change Order. TxDot is contracted with Angel Brothers and per our Advanced Funding Agreement must have County authorization to finalize any changes over 10% of the total contracted amount. A motion was made by Commissioner Conley, seconded by Commissioner Jones to ratify the County Judge's signature on the TxDot Change Order approved on 2/28/12 related to improvements on RM 2325. All voting "Aye". MOTION PASSED

27927 AUTHORIZE THE PURCHASE OF UPGRADE SOFTWARE FOR THE TRANSPORTATION DEPT. FROM TIMEMARK, INC. IN THE AMOUNT OF \$495.00 AND TO AMEND THE BUDGET ACCORDINGLY BY MOVING FUNDS FROM 020-710.5211 TO 020-710.5718

This software upgrade will allow the Transportation Department to run the traffic counter data program on newer computers and laptops, to email traffic study reports directly from the program, to customize reports to reflect turning movements studies (as requested by design engineers), and a checks-and-balances feature that double-checks erroneous data before creating the reports. The department currently has 12 traffic count devices and has conducted traffic studies at 183 locations county-wide since January 2009. Amount requested \$495.00 moving funds from 020.710.5211 office supplies to 020.710.5718 software-operating. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the purchase of upgrade software for the Transportation Dept. from Timemark, Inc. in the amount of \$495.00 and to amend the budget accordingly by moving funds from 020-710.5211 to 020-710.5718. All voting "Aye". MOTION PASSED



27928 REPLAT OF LOTS 14, 15, 16, AND 18 MUSTANG VALLEY SECTION 4 [12-3-2 - 5 LOTS] APPROVE PRELIMINARY PLAN AND HOLD PUBLIC HEARING APRIL 10, 2012

Roxie McInnis Subdivision Coordinator gave staff recommendation. Mustang Valley Section 4 consists of 25 lots on Mustang Valley Trail in Precinct 3. The proposed replat will result in a net increase of one lot, bringing the total lot count to 26. All lots will be served by private wells and individual on-site sewage facilities at the time of development. **A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve preliminary plan of Replat of Lots 14, 15, 16, and 18 Mustang Valley Section 4 (5 Lots) and call for public hearing on April 10, 2012. All voting "Aye". MOTION PASSED**

27929 GOFORTH DOLLAR GENERAL SUBDIVISION [12-2-6 - 2 LOTS] APPROVE PRELIMINARY PLAN

Roxie McInnis Subdivision Coordinator gave staff recommendation. The Goforth Dollar General Subdivision is a proposed subdivision of 2.99 acres of land located at the intersection of Bebee Road and Goforth Road in Precinct 2. The division will result in two lots. Lot 1 being 1.749 acres and Lot 2 being 1.250 acres. Lot 1 is currently developed and is served by Goforth Water Supply and an on-site sewage facility. Lot 2 will also be served by an on-site sewage facility and Goforth Water at the time of development. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve preliminary plan of Goforth Dollar General Subdivision 2 Lots. All voting "Aye". MOTION PASSED**

27930 ALLOW A PLATTING EXCEPTION PURSUANT TO SECTION 232.010 OF THE TEXAS LOCAL GOVERNMENT CODE FOR OWNER(S) OF PORTIONS OF LOT 1, LOS RANCHOS SUBDIVISION

Clint Garza Director of Development Services spoke. Lot 1 Los Ranchos Subdivision was divided illegally in 2001. In 2007 the buyer of a portion of the lot (aka1B) was unaware of any platting requirements and proceeded to apply for an OSSF permit with the Hays County Environmental Health Department. In 2007 the owner was granted an OSSF permit and was instructed, by Hays County staff, to apply for a 10 year platting variance. In 2012, the owners applied for a development permit and were informed that they owned only portions of platted lots and the changes in lot line were not in compliance with section 232.009 of the Texas Local Government Code. At the time, staff was provided documentation of the administrative variance issued by the department in 2007. The owners were informed that the current staff opinion does not support the basis under which the administrative variance was granted. In short, the 1997 resolution does not state a previously platted lot can be administratively approved nor is it consistent with the Local Government Code. **A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owner(s) of portions of Lot 1, Los Ranchos Subdivision. All voting "Aye". MOTION PASSED**

27931 APPROVE AMENDMENT 1 TO THE CONTRACT WITH RVI, AUSTIN FOR PREPARATION OF THE JACOB'S WELL MASTER PLAN

Jeff Hauff Grants Administrator spoke. On October 4, 2011 the Commissioners Court approved a contract with RVI, Austin for preparation of a development Master Plan for the Jacob's Well Natural Area, in the amount of \$93,000.00. Planning has progressed and nearing completion of the Plan. The Original contract included one public meeting as part of the scope of work, in addition to regular meetings with the Stakeholder's group. This public meeting was held on January 19, 2011 to solicit input on initial development ideas and what public expectations were for the site. As the plan is finalized, it has been determined that it would be beneficial to hold a second public meeting to present the concept development plan to the public for comment prior to consideration of the final draft Master Plan by the Commissioners Court. This would give the general public the opportunity to review the plan and consider how past comments have been integrated throughout the planning effort. Amendment 1 accounts for this second public meeting as an addition to the original contract scope of work. Funding is available from funds already allocated for the Jacob's Well property. **A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve Amendment 1 to the contract with RVI, Austin for preparation of the Jacob's Well Master Plan. All voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item 15 RE: APPROVE THE SECURITY AND ACCESS POLICY FOR THE HAYS COUNTY GOVERNMENT CENTER AND FEE AMOUNT FOR THE ISSUANCE OF CARDS TO LOCAL BAR MEMBERS - PULLED



MARCH 6, 2012

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27932 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING RIGHT OF WAY ACQUISITION ON CRYSTAL HILLS DRIVE IN PRECINCT 4 FOR THE 2008 PRIORITY ROAD BOND PROGRAM PROJECT

Court convened into closed executive session at 9:33 am and reconvened into open court meeting at 9:38 am. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy, Allen Crozier and Sam Nassour with Contract Land Staff. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Purchase Agreement for the acquisition of .087 acres owned by LSM Ranch Limited near Crystal Hills Dr. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO THE MARKETING AND POTENTIAL SALE OF COUNTY OWNED PROPERTIES

Court convened into closed executive session at 9:45 and reconvened into open court meeting at 10:15 am. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb, Special Counsel Mark Kennedy and C.B.R.E Rep- Ed Johnson. No action taken.

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

At this time the Burn Ban will remain lifted.

County Clerk's Note Item #19 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**

County Clerk's Note Item #20 Re: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS. INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR - **was pulled**

County Clerk's Note Item #21 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 Conley, seconded by Commissioner Jones to adjourn court.

I, **LIZ G. GONZALEZ**, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on March 6, 2012.



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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Accept the delivery of the Internal Examination Report for the Hays County Development Services Department.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bill Herzog

SPONSORED BY:

SUMMARY: See attached report.



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

512-393-2283

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Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

January 26, 2012

Clint Garza

Director, Hays County Development Services Department

P.O. Box 1006

San Marcos, Texas 78667

Dear Mr. Garza:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's office, performed an internal examination of the Hays County Development Services Department's financial records for the period of January 1, 2010 through August 31, 2011. The internal examination consisted of reviewing receipts, deposits, refunds, fixed assets, and other supporting documentation.

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

#1 Internal control weaknesses were identified for segregation of duties and receipt processes.

Some internal control weaknesses were identified during the internal examination. One weakness noted was that the same person prepares the daily deposits and monthly reports without supervisory review. It was also noted that the current computerized system allows receipt amounts to be altered. For example, individuals entering receipts have the ability to change the total amount charged for any item without any restrictions or approvals. Another internal control weakness noted was that the receipt descriptions for the individual's charges are not specific enough to accurately reflect the descriptions listed on the fee schedules. For example, when generating a receipt for a "Class C" permit, the receipt system does not have a permit line item with this description. The cashier must choose a different permit code with the same fee amount and then make a notation on the receipt that the receipt is for a "Class C" permit.

Recommendation

The Auditor's office recommends that the Development Services Office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the Development Services Office has

personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

The Auditor's Office also recommends that the Development Services Office evaluate the current receipt system and identify ways to implement changes to increase controls in the receipt process. To minimize risks and ensure the correct amount of fees are collected, individuals entering receipts should have limited capabilities to change dollar amounts to the receipt. Also, a permit line item should be created in the current receipt system for the "Class C" permit and descriptions for all line items should be updated to coincide with descriptions listed on the fee schedules.

#2 Receipts did not contain detailed descriptions.

Based on a review of thirty-six (36) receipts issued from the Development Services office, thirty-four (34) receipts issued lacked specific details that would denote accurately the services charged. For example, seven (7) receipts issued for food establishment permit fees did not indicate the number of employees of the establishment. The number of employees is required to determine the amount of permit fees to assess and collect. Similarly four (4) receipts for food handler certification classes did not list the number of people taking the class. Nine (9) of the receipts reviewed did not have a customer's signature on the receipt. One receipt did not indicate the number of locator map books sold. Another receipt listed the sale of a CD locator map book; however, the fee amount collected was the amount for a locator map book. The item sold was indeed a book and not a CD as the receipt indicates. Twenty-three (23) receipts did not differentiate the permits sold or design review fees as either being a permit for a single family residence (SFR) or non-single family residence (Non-SFR), SFR or Commercial Non-SFR, or "Class A" or "Class B" designation as specified on the approved schedule of fees. One receipt listed the fee charged as only a subdivision review; however, the subdivision review fee could represent nine different possible charges that fall under the subdivision fee schedule. The Auditor's Office was unable to verify fees assessed since the receipts lacked the detailed descriptions that are found on the approved fee schedule.

Recommendation

We recommend that all receipts issued by the Development Services Office contain specific information to ensure proper fees are charged, collected, and receipts accurately reflect the services provided. Detailed receipts provide accurate accounting records, minimize risks, and create a proper audit trail. The Development Services Office should evaluate and implement changes to current receipt procedures that will increase internal controls and aid in the accuracy of account records.

#3 Receipts were not voided properly.

Seven (7) of the fifteen (15) receipts voided did not contain an explanation for the void. In addition one of the voided receipts was voided in error; however, this receipt was not corrected in the receipt system. Currently the Office Manager is the only individual that may void a receipt.

Recommendation

The Development Services Office Manager should review and accurately account for voided receipts. The Auditor's Office recommends that every voided receipt include an explanation for the void in order to minimize risks and errors.

This finding was also reported in the prior internal examination report dated June 25, 2005.

#4 Some refunds were not processed or recorded in the receipting system.

Of the ten (10) refunds issued during the examination period, six (6) of the refunds did not have notations made to the receipt in the receipt system indicating that a refund had been issued. Also, one of these six refunds did not have the written customer request letter on file that is required for refunds.

Recommendation

It is recommended that refund documentation be obtained prior to issuing a refund. Complete refund details should be noted in the receipt system for all refunds.

This finding was also reported in the prior internal examination report dated June 25, 2005.

#5 A new fee was added to the fee schedule without obtaining Commissioner's Court approval.

A "Class C" permit was created to designate floodplain development permits used for uninhabitable property only. The new "Class C" permit category and the associated \$150.00 charge was not presented for approval in Commissioner's Court. Previously, the Development Services Office used the "Class B" permit which is issued when the development is within a one hundred year floodplain.

Recommendation

All fees charged by the county should be approved by the Commissioner's Court. The new "Class C" permit and the recommended permit charge of \$150.00 should be added to the fee schedule and presented to Commissioner's Court for their approval.

#6 There were no inventory records for the road atlas books.

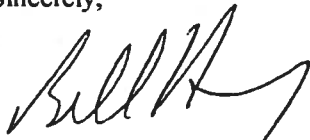
The Development Services Office did not maintain a current inventory record for the road atlas books. Procedures that would help account for road atlas books were not documented. For example, books that were either sold or given at no cost to other Hays County departments were not documented as decreases in inventory.

Recommendation

The Auditor's office recommends that the Development Services Office implement procedures to account for the atlas book inventory levels at all times. These procedures should include record keeping of atlas books, either in book or CD format, including those sold or issued without cost to Hays County departments. We also recommend that periodic inventory counts be made to make sure the inventory is safeguarded.

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

Sincerely,



Bill Herzog, CPA
Hays County Auditor

bh/sw



DEVELOPMENT SERVICES DEPARTMENT

2171 Yarrington Rd • P.O. Box 1006
San Marcos, TX 78667-1006
Tel: (512) 393-2150 • Fax: (512) 493-1915
www.co.hays.tx.us

February 22, 2012

Bill Herzog
Hays County Auditor
712 S. Stagecoach Tr.
San Marcos, Texas 78666

Mr. Herzog:

On January 26, 2012 Shana Windham from your office completed the annual internal audit of my department. I'd like to thank you and all members of your staff for taking the time to work with my office on internal controls, inventory discrepancies, and other processes that will only serve to make us more efficient going forward.

Although a number of tasks were identified, the audit process was very smooth, largely due to the manner in which Ms. Windham conducted her research and the level of professionalism she displayed in her interactions with my office. As control weaknesses or discrepancies surfaced, Ms. Windham informed us of the issues immediately, therefore we were able to correct nearly everything prior to receipt of the audit report. Our final step for compliance was completed with Commissioners Court action, approving a new Fee Schedule on February 21, 2012.

Please accept this letter as my management response as a requirement for your final reporting to Commissioners Court.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Garza", with a long horizontal stroke extending to the right.

James C. Garza
Director
Hays County Development Services

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 renewal agreement for planned maintenance on the generator at the Hays County Personal Health Department, 401A Broadway, San Marcos, Texas.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED: \$738

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: KNOTT

SPONSORED BY: COBB

See attached agreement.

DESCRIPTION OF Item: Approve renewal agreement for planned maintenance on the generator at the Hays County Personal Health Department, 401A Broadway, San Marcos, Texas.

PREFERRED MEETING DATE REQUESTED: March 13, 2012

COUNTY AUDITOR

AMOUNT: \$738

LINE ITEM NUMBER: 001-695-00.5411

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide Hays County Personal Health Dept C/O Hays County Maintenance ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 401A Broadway City: San Marcos ST: TX ZIP: 78666

EQUIPMENT

Generator	Make: Generac	M/N: 3177150200	S/N: 2072096	Spec: SD0180G367.5D18EPYYC
-----------	---------------	-----------------	--------------	----------------------------

This agreement will be in accordance to the following terms and conditions, for a period of one (1) year.

In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit **\$738.00** payable prior to the initial maintenance inspection service performed by CPS. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
2. **CPS agrees to:** Perform PM inspections of Equipment **02** times per year at approximate **06** month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

INCLUDED PM ITEMS

A. Oil change once per year.	B. Oil filter change at time of oil change.
C. Fuel filter change (if applicable) once per year.	D. Oil analysis will be done (by outside laboratory) at time of oil change.
E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of \$1.00 per gallon will be assessed.	

OPTIONAL PM SERVICE & APPLICABLE CHARGES

F. Perform two (2) hr Load Bank Test at time of PM visit on the (1) unit.	G. Perform annual fuel maintenance treatment.
\$ 768.00 cost <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	\$ N/A cost <input type="checkbox"/> Accept <input type="checkbox"/> Decline
Performed Annually Initial Appropriate Line	Initial Appropriate Line

3. **Customer authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed **\$0.00** (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. **CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
5. **Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service, shall be covered by the manufacturer's warranty of said part(s).
6. **Renewal:** This agreement *will automatically renew* at the completion of the agreement period unless cancelled per paragraph 7.
7. **This agreement may be cancelled by either party:** With a ninety (90) day written notification.
8. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

CPS and Customer have agreed to the above this day.

By: _____
Customer or Customer's Representative

Date: _____ PO # _____

By: Linda Greco
CPS-Customer Support Representative

Date: 02/22/2012

Tulsa, OK
918-836-0066
Fax: 918-836-0094

Oklahoma City, OK
405-949-2332
Fax: 405-842-4864

Dallas-Ft Worth, TX
817-640-5544
Fax: 817-477-2941

San Antonio, TX
210-333-0377
Fax: 210-653-7121

Austin, TX
512-477-6937
Fax: 877-929-5996

Longview, TX
903-291-8305
Fax: 903-291-8327

Little Rock, AR
501-907-5884
Fax: 501-907-4702

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

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

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: no funds

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/McGill

SPONSORED BY

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



Hays County Information Technology

Jeff McGill, Director

Date: March 6, 2012

To: Cindy Maiorka

From: Marva Pearce

RE: Recycle Equipment

<u>EQUIPMENT</u>	<u>TAG NUMBER</u>	<u>SERIAL NUMBER</u>
CPU	015415	
CPU	015631	
CPU	014266	
CPU	015756	
CPU	013173	
CPU	013897	
CPU	011522	
CPU	013010	
CPU	015547	
CPU	015757	
CPU	015755	
CPU	015741	
CPU	013586	
CPU	012488	
CPU	015352	
CPU	016665	
CPU	013551	
CPU	015803	
CPU		2010-532-2
CPU	013419	
CPU	014259	
CPU	014258	
CPU	015578	
CPU		1RG0JK1
CPU	014264	
CPU	016251	
CPU	013898	
CPU	013845	
CPU	014263	
CPU	015738	
CPU	013449	
CPU		PC114875
CPU		012171937
CPU		5007300

LAPTOP	015350	
LAPTOP	013572	
LAPTOP	014247	
LAPTOP	013412	
LAPTOP	015357	
LAPTOP	013321	
LAPTOP	013470	
LAPTOP	013437	
LAPTOP	013414	
TOUGHBOOK	013612	
TOUGHBOOK	012959	
TOUGHBOOK	012956	
LAPTOP	016416	
LAPTOP	012995	
LAPTOP	011688	
MONITOR		049109160RUP
MONITOR		110LN1AY00461
MONITOR		QUU081722481
MONITOR		LS22MEWSFVXAA
MONITOR	012478	
MONITOR	012529	
MONITOR		GSR317681307
MONITOR		QRA073921802
MONITOR		RSX053104209
MONITOR		PUR061300763
MONITOR		PSX053104197
MONITOR		Q7P060708474
MONITOR		Q7P062000472
PRINTER		JMSY046329
PRINTER	013020	
PRINTER		U61230D65407655
PRINTER		CN77P2M5BX
PRINTER		CNAC833277
PRINTER		K7RE057506
PRINTER	012086	
PRINTER	012738	
PRINTER	013020	
PRINTER		CNB1001291
PRINTER		CNB1201440
PRINTER		U61230G6J169165
PRINTER		US122907J614346
PRINTER		TXDOT637794
PRINTER	012920	
PRINTER	012985	
PRINTER	015168	
PRINTER	016836	
PRINTER	016837	
PRINTER		K87Y053516
PRINTER		U61230D65407655
PRINTER		07471340984
PRINTER		US1230C5J463542
PRINTER		JMSY046329
PRINTER		K7RE057506
PRINTER		TXDOT641174
PRINTER	011527	
PRINTER		3V61BKCP61519X



Hays County Information Technology

Jeff McGill, Director

FAX	013875	
FAX		
FAX		U61639M6J587226
SCANNER	015827	CN69JG1627
SCANNER	016806	
SCANNER	015826	
SCANNER	016662	
UPS		
UPS		BB0637043824
UPS		A00086219
ZIP DRIVE		9517AY00M546600067
TYPEWRITER	03882	RBFH25JSPW
TYPEWRITER	10051	
TYPEWRITER	012216	
TYPEWRITER		
IPAQ	015266	2015296
SHREDDER		
CAMERA	11806	OFF1002001958
CAMERA	11626	
CAMERA		
CAMERA		KCKER52303384
CAMERA		KCKER53218895
DOCKING STATION		EKK91600238
DOCKING STATION		CNF5271LXQ
MEDIA VAULT	016235	CNF41201WW
BARCODE SCANNER	11944	
HUB		
KVM		212000080IDH0LA
SWITCH		MY023EEH696413BE1250
ROUTER		CN010YB09D
SWITCH		CGN91F540126
SWITCH		06823102984
SWITCH		006932604
SWITCH		RA33045019667EB1050PPS
SWITCH		CN004ZT30T
MODEM		T133801191
MODEM	8978	30070925
MODEM		
MODEM		005900022077
MODEM		2ABL67ND6736
MODEM		1012721
MODEM		2ABL67ND6740
MODEM		0008390160042368
MODEM	11097	
MODEM	9815	
MODEM	11096	
MODEM	10588	

MODEM
MODEM
SWITCH
SWITCH
ROUTER
ROUTER
ROUTER
SWITCH
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ROUTER
SWITCH
HUB
HUB
HUB
SWITCH
SWITCH

9814

10402

2271700011763
RD80051002417
RD81056003215
REM30H700583
REM30H700581
REM30H701842
CA0730G401832
CA0904W605654
CA0726G400387
CA0904W605651
CA0834G400157
7C52400923
LH5G2F0001925
CN05BWPQX1

H204119000922
CN010YV17L

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 Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: COBB

Permit	Road Name	Type of Utility
846	Valley Springs Road	TV Cable

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 846

Application Date: 2/13/12

Commissioner Court Approval Date: 03/13/12

Company Name: Time Warner Cable

Company Address: 12012 N. Mopac Expressway

Company Phone: 512-801-3925

Company Contact: David Miles

Type of Utility: TV Cable

Road Name: Valley Springs Road

Subdivision: Pct #: 3

Specs: 2" conduit and pedestal to be bored under Valley Springs Road

County Provisions: Traffic control required; min 36" in depth; bore and case required;
Notify Hays County 24hrs prior to construction

Variance Requested: None



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 2-13-12

Time Warner Cable

Formal notice is hereby given that _____
Company proposes to place a _____
line within the right-of-way of _____
as follows: (give location, length, general design, etc.)

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by _____ complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine or periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 13 day of March, 2012.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Time Warner Cable

By (Print) David Miles

Signature David R. Miles

Title Field Engineer

Address 12012 N. Mopac Expressway

Austin, TX 78758

Phone 512-801-3925

Approved by Hays County Road & Bridge Department

Inspector

Title

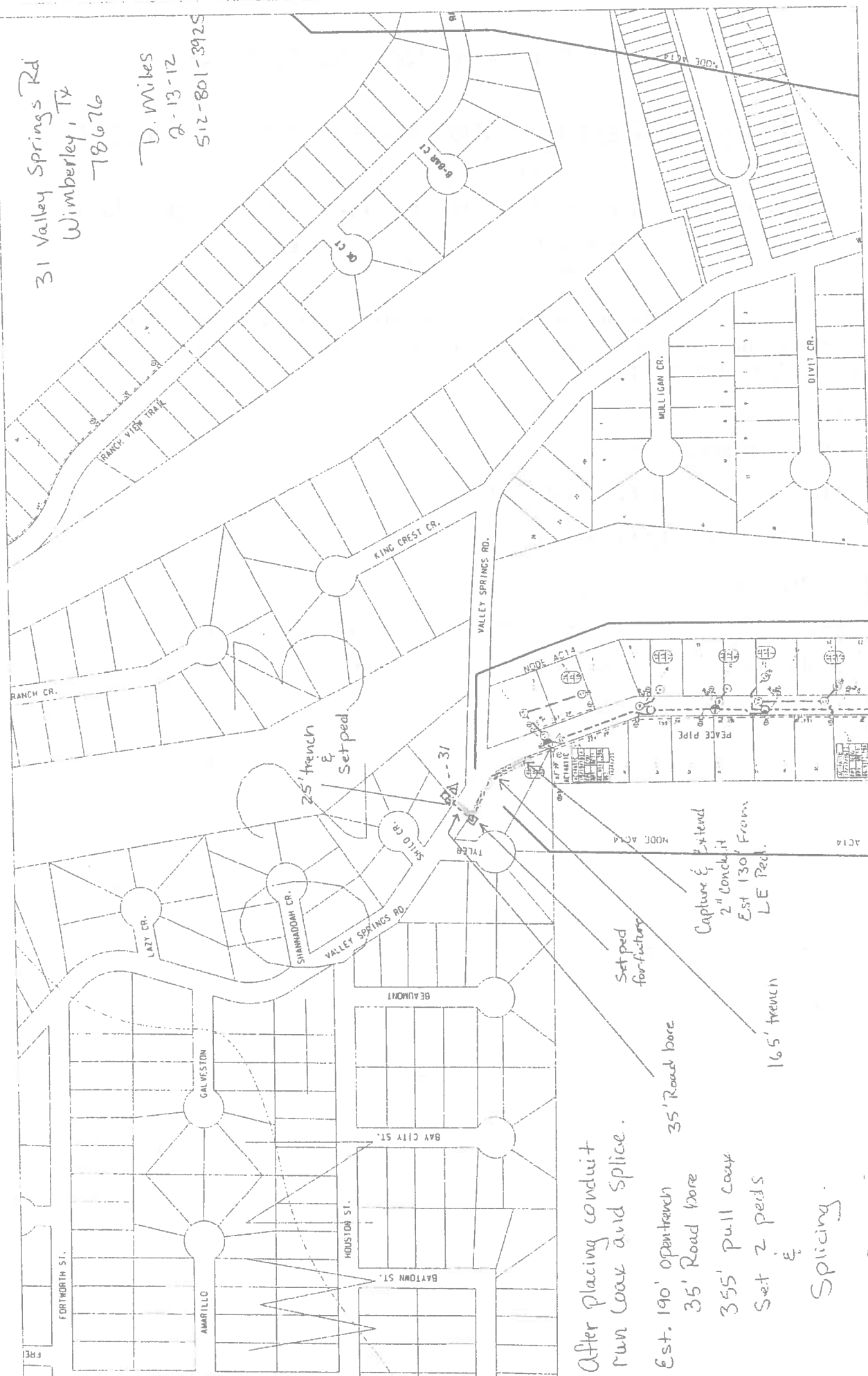
2/17/12

Date

June 26, 2004

31 Valley Springs Rd
Wimberley, Tx
78676

D. Miles
2-13-12
512-801-3925



After placing conduit
Run Coax and splice.

Est. 190' open trench 35' Road bore

35' Road bore

355' pull coax

Set 2 peds

&

Splicing

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute a renewal of the Interlocal Agreement (ILA) between the City of Woodcreek and Hays County regarding road repair and maintenance.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY/BORCHERDING

SPONSORED BY: CONLEY

SUMMARY: The ILA between the City of Woodcreek and Hays County has twice expired since its original term. As happened last time, the City has requested renewal of the Agreement.

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 the August 2011- January 2012 Treasurer's Reports and Investment Reports

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Bert Cobb, Hays County Judge

SUMMARY:

Approve the August 2011- January 2012 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF JANUARY 2012

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 50,988.36	\$ 78.13	\$ 2,129,199.01	\$ 3,410,000.00	\$ 5,257,908.59	\$ 300,000.00	\$ 32,356.91	\$ 34,678,840.30	\$ 34,711,197.21
Road and Bridge General	\$ 20,684.97	\$ 16.19	\$ 567,727.35	\$ -	\$ 431,890.32	\$ 156,521.00	\$ 17.19	\$ 5,491,163.78	\$ 5,491,180.97
Medical and Dental Fund	\$ 5.63	\$ 0.83	\$ 199,331.18	\$ 391,465.54	\$ 588,091.95	\$ -	\$ 2,711.23	\$ 2,764,020.34	\$ 2,766,731.57
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 1,142.14	\$ 1,142.14	\$ -	\$ 1.00	\$ 174,684.87	\$ 174,685.87
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 1.00	\$ 112,185.60	\$ 112,186.60
Hot Check Fee Fund	\$ 18,640.56	\$ -	\$ 2,285.02	\$ -	\$ 3,211.87	\$ -	\$ 17,713.71	\$ -	\$ 17,713.71
Family Health Services	\$ 28,823.58	\$ 1.78	\$ 181,713.86	\$ -	\$ 203,940.28	\$ -	\$ 6,598.94	\$ 1,203.75	\$ 7,802.69
Juvenile Detention Center	\$ 6.47	\$ 15.29	\$ 364,568.69	\$ 80,000.00	\$ 348,002.14	\$ 96,572.02	\$ 16.29	\$ 110,872.44	\$ 110,888.73
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722,151.67	\$ 722,151.67
Historical Commission Trust Fund	\$ 1.00	\$ -	\$ 55.50	\$ -	\$ -	\$ 55.50	\$ 1.00	\$ 29,118.21	\$ 29,119.21

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 18,871.88	\$ 18,871.88	\$ -	\$ 1.00	\$ 1,615,256.07	\$ 1,615,257.07
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ 324,507.08	\$ 324,507.08	\$ -	\$ 1.00	\$ 1,388,194.19	\$ 1,388,195.19
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.00	\$ -	\$ 0.30	\$ 386,153.96	\$ 386,154.26	\$ -	\$ 1.00	\$ 19,241,555.27	\$ 19,241,556.27
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 4,013,307.14	\$ 4,013,307.14	\$ -	\$ 1.00	\$ 16,592,943.40	\$ 16,592,944.40
Parks Bond 2011	\$ 1,382.16	\$ -	\$ -	\$ 404,713.38	\$ 406,094.54	\$ -	\$ 1.00	\$ 9,282,177.87	\$ 9,282,178.87
Priority Road Bond Series 2011	\$ 4,447.29	\$ -	\$ -	\$ 1,359,921.35	\$ 1,364,367.64	\$ -	\$ 1.00	\$ 30,120,679.96	\$ 30,120,680.96
Pass Thru Road Bond Series 2011	\$ 2,179.73	\$ -	\$ -	\$ -	\$ -	\$ 2,178.73	\$ 1.00	\$ 43,023,134.03	\$ 43,023,135.03
TCDF Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 6,325.00	\$ 97,203.84	\$ 103,528.84	\$ -	\$ 1.00	\$ 92,064.42	\$ 92,065.42
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 5.06	\$ 1.91	\$ 29,015.80	\$ -	\$ -	\$ 29,019.86	\$ 2.91	\$ 19,247,226.63	\$ 19,247,229.54
GRAND TOTALS:	\$ 127,173.03	\$ 114.13	\$ 3,480,221.71	\$ 10,487,386.31	\$ 13,451,118.67	\$ 584,347.11	\$ 59,429.40	\$ 184,687,473.91	\$ 184,746,903.31

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 47,635.76
General Fund to Juvenile Center	\$ 568,851.28
General Fund to SECO	\$ 42,250.00

Hays County Treasurer's Investment Report

For January 2012

SAGE CAPITAL BANK CHECKING

Description	12/31/11 Balance	Interest	Deposits	Debits	1/31/12 Balance
All Funds (see Page 1)	\$ 127,173.03	114.13	13,967,608.02	14,035,465.78	59,429.40

TEXPOOL

0.0900%

Description	12/31/11 Balance	Interest	Deposits	Debits	1/31/12 Balance
General	\$ 6,291,373.55	1,218.08	18,974,133.02	3,410,000.00	21,856,724.65
Road and Bridge General	\$ 816,141.65	190.15	3,137,274.02	-	3,953,605.82
Medical and Dental Fund	\$ 3,153,870.37	223.50	-	391,465.54	2,762,628.33
Sheriff's Drug Forfeiture	\$ 175,813.99	13.02	-	1,142.14	174,684.87
D.A. Drug Forfeiture	\$ 112,214.65	8.34	-	100.00	112,122.99
Health Services Grants	\$ 744.77	-	-	-	744.77
Juvenile Center	\$ 14,298.97	1.45	96,572.02	-	110,872.44
Tobacco Settlement Fund	\$ 722,098.03	53.64	-	-	722,151.67
Historical Commission Trust	\$ 21,828.64	1.62	55.50	-	21,885.76
Road Construction 2006	\$ 1,634,006.68	121.27	-	18,871.88	1,615,256.07
Certificates of Obligation '09	\$ 3,248.04	0.28	-	-	3,248.32
Pass Thru Revenue 2009	\$ 710,426.22	50.18	-	386,153.96	324,322.44
Certificates of Obligation '10	\$ 20,604,874.04	1,376.50	-	4,013,307.14	16,592,943.40
Parks Bond 2011	\$ 9,686,177.15	714.10	-	404,713.38	9,282,177.87
Priority Road Bond Series 2011	\$ 31,478,331.52	2,269.79	-	1,359,921.35	30,120,679.96
Pass Thru Road Bond Series 20	\$ 43,017,759.60	3,195.70	2,178.73	-	43,023,134.03
LCRA Service Fee Fund	\$ 189,257.00	11.26	-	97,203.84	92,064.42
Hays County I & S	\$ 9,516,390.49	1,072.06	7,542,245.69	-	17,059,708.24
All Funds	128,148,855.36	10,520.94	29,752,458.98	10,082,879.23	147,828,956.05

ICT Funds Management

0.0300%

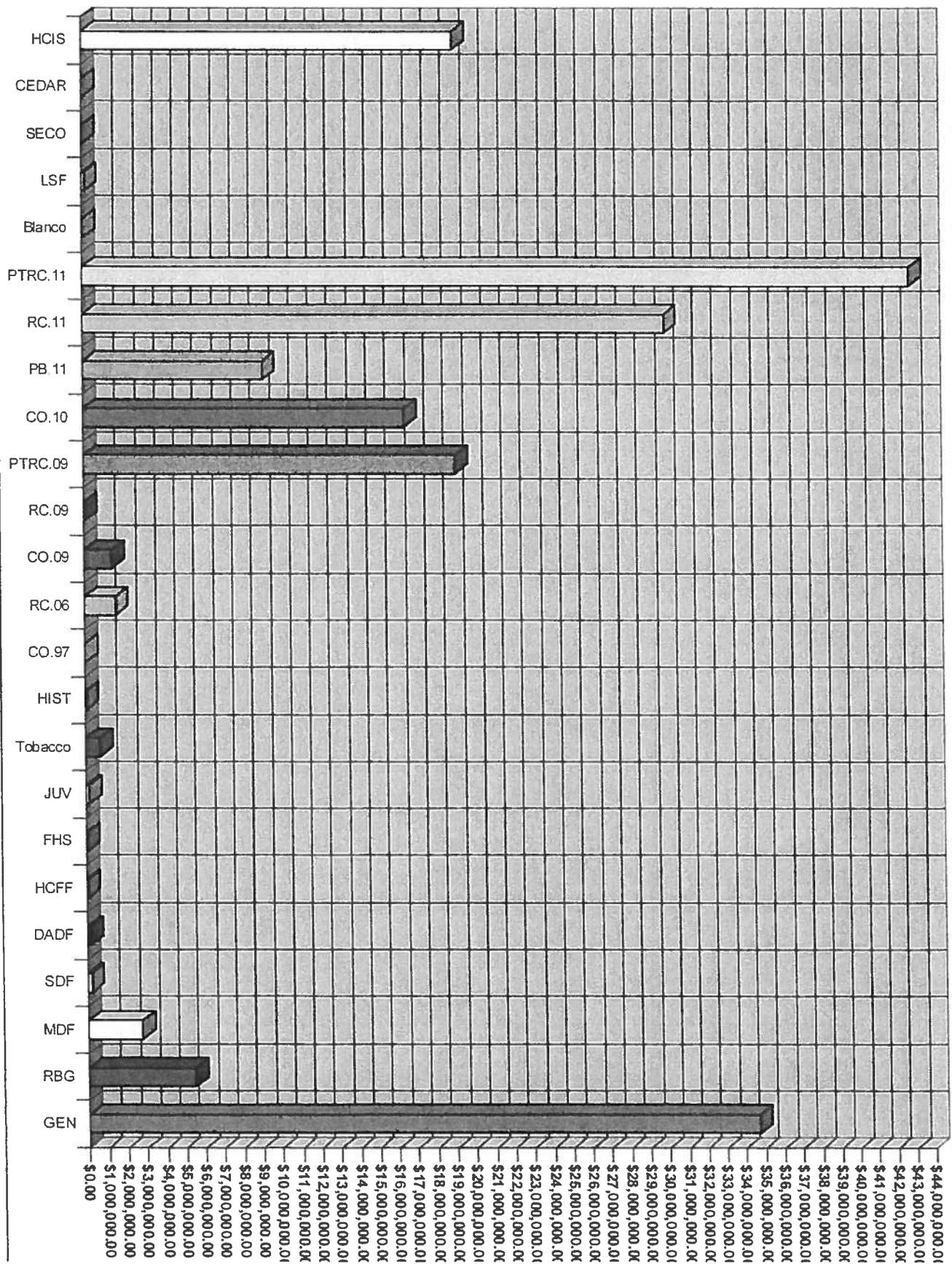
Description	12/31/11 Balance	Interest	Deposits	Debits	1/31/12 Balance
General	\$ 9,039,093.69	230.32	-	-	9,039,324.01
Certificates of Obligation '09	\$ 673,258.96	17.10	-	-	673,276.06
Pass Thru Revenue 2009	\$ 7,861,488.92	200.29	-	-	7,861,689.21
All Funds	17,573,841.57	447.71	-	-	17,574,289.28

CLASS - MBIA		0.2100%	NAV 1.00			
Description	12/31/11 Balance	Interest	Deposits	Debits	1/31/12 Balance	
General	\$ 2,213,970.65	390.67	-	-	2,214,361.32	
Certificates of Obligation '09	\$ 1,020,548.57	174.80	-	324,507.08	696,216.29	
Pass Thru Revenue 2009	\$ 6,029,383.24	1,063.94	-	-	6,030,447.18	
All Funds	9,263,902.46	1,629.41	-	324,507.08	8,941,024.79	
LOGIC						
	0.2513%	1.00790				
Description	12/31/11 Balance	Interest	Deposits	Debits	1/31/12 Balance	
General	\$ 753,401.70	160.81	-	-	753,562.51	
Road and Bridge General	\$ 1,537,229.85	328.11	-	-	1,537,557.96	
Medical and Dental Fund	\$ 1,391.71	0.30	-	-	1,392.01	
D.A. Drug Forfeiture	\$ 62.60	0.01	-	-	62.61	
Health Services Grants	\$ 36.67	0.01	-	-	36.68	
Family Health Services	\$ 422.21	0.09	-	-	422.30	
Historical Commission Trust	\$ 7,230.91	1.54	-	-	7,232.45	
Certificates of Obligation '09	\$ 15,450.22	3.30	-	-	15,453.52	
Road Construction 2009	\$ 1.11	-	-	-	1.11	
Pass Thru Revenue 2009	\$ 5,024,024.09	1,072.35	-	-	5,025,096.44	
Hays County I & S	\$ 1,937,120.72	413.47	-	-	1,937,534.19	
All Funds	9,276,374.79	1,979.99	-	-	9,278,351.78	
TREASURY BILLS AND NOTES						
Description	Price	Yield/ Maturity	Par Value	Market Value	Purchases	Maturities
9127952K6	99.9924	.031 1/19/12	250,000.00	249,981.04	249,999.96	250,000.00
		Hays County I & S	250,000.00	249,981.04	249,999.96	250,000.00
912795Y70	99.9949	.02 1/26/12	500,000.00	499,974.72	499,999.89	500,000.00
		General	500,000.00	499,974.72	499,999.89	500,000.00
912795Z38	99.9963	.015 2/23/12	100,000.00	99,996.25	99,999.95	99,999.04
		General	100,000.00	99,996.25	99,999.95	99,999.04
912795Z46	99.9924	.031 3/1/12	200,000.00	199,984.83	199,999.89	199,995.83
		General	200,000.00	199,984.83	199,999.89	199,995.83
9127955J6	99.9937	.025 4/19/12	250,000.00	249,984.20	249,984.20	249,984.20
		Hays County I & S	250,000.00	249,984.20	249,984.20	249,984.20
9127955K3	99.9899	.041 4/26/12	500,000.00	499,949.45	499,949.45	499,952.22
		General	500,000.00	499,949.45	499,949.45	499,952.22
TOTAL			1,050,000.00	1,049,936.84	1,049,999.69	1,049,931.29

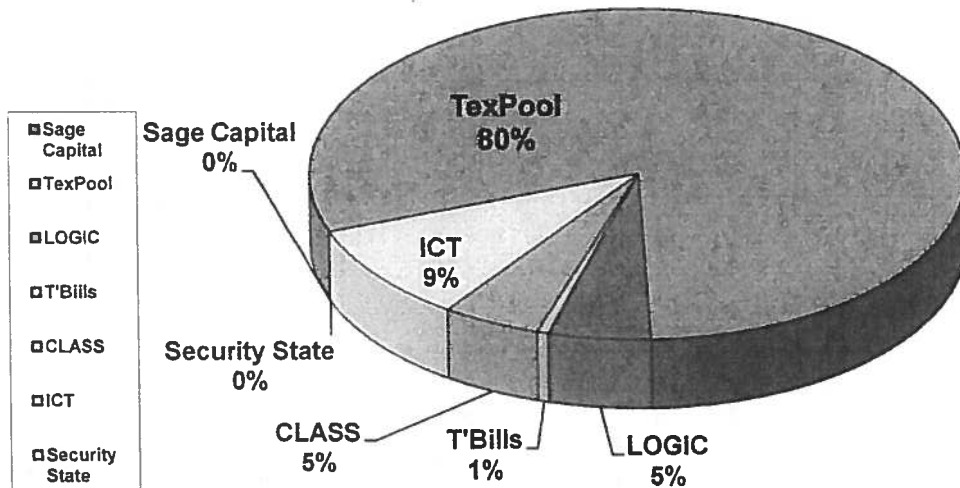
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 12/31/11		Transactions		Balances 1/31/12	
			Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.56% 1/4/13	4,959.85	4,959.85			4,959.85	4,959.85
Security State Bank	General	2.99% 1/4/13	4,805.25	4,805.25			4,805.25	4,805.25
Security State Bank	General	2.99% 1/4/13	5,172.18	5,172.18			5,172.18	5,172.18
TOTAL			34,286.07	34,286.07	-	-	14,937.28	14,937.28
TOTAL Fund Balances			165,474,367.12			184,746,903.31		
BENCHMARK								
CURRENT 90 DAY TREASURY BILL YIELDING .040%								

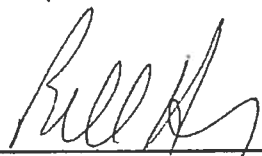
Fund balances for 1/31/12

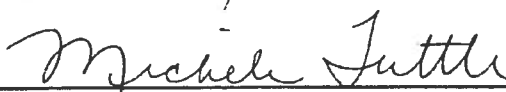


INVESTMENT ALLOCATION TOTALS JANUARY 2012



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Bill Herzog, Hays County Auditor


Michele Tuttle, Hays County Treasurer


Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF DECEMBER 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 100,513.07	\$ 30.25	\$ 1,334,142.46	\$ 2,878,000.00	\$ 4,186,100.34	\$ 75,597.08	\$ 50,988.36	\$ 19,112,732.67	\$ 19,163,721.03
Road and Bridge General	\$ 5.66	\$ 3.57	\$ 117,520.80	\$ 539,397.39	\$ 636,242.45	\$ -	\$ 20,684.97	\$ 2,353,371.50	\$ 2,374,056.47
Medical and Dental Fund	\$ 2.29	\$ 4.66	\$ 437,864.63	\$ 135,449.39	\$ 573,315.34	\$ -	\$ 5.63	\$ 3,155,262.08	\$ 3,155,267.71
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 77,145.01	\$ -	\$ 56.80	\$ 77,088.21	\$ 1.00	\$ 175,813.99	\$ 175,814.99
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ 51,429.98	\$ 100.00	\$ 1,597.01	\$ 49,932.97	\$ 1.00	\$ 112,277.25	\$ 112,278.25
Hot Check Fee Fund	\$ 17,167.98	\$ -	\$ 2,727.74	\$ -	\$ 1,255.16	\$ -	\$ 18,640.56	\$ -	\$ 18,640.56
Family Health Services	\$ 1,413.79	\$ 1.06	\$ 340,272.29	\$ -	\$ 312,863.56	\$ -	\$ 28,823.58	\$ 1,203.65	\$ 30,027.23
Juvenile Detention Center	\$ 14.91	\$ 5.47	\$ 259,139.81	\$ 80,000.00	\$ 333,089.11	\$ 6,064.61	\$ 6.47	\$ 14,298.97	\$ 14,305.44
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722,098.03	\$ 722,098.03
Historical Commission Trust Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 29,059.55	\$ 29,060.55
CONSTRUCTION FUNDS:									
Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 1,634,006.68	\$ 1,634,007.68
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 1,712,505.79	\$ 1,712,506.79
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.00	\$ -	\$ -	\$ 261,005.21	\$ 261,005.21	\$ -	\$ 1.00	\$ 19,625,322.47	\$ 19,625,323.47
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 1,158,803.12	\$ 1,158,803.12	\$ -	\$ 1.00	\$ 20,604,874.04	\$ 20,604,875.04
Parks Bond 2011	\$ 1.00	\$ -	\$ 1,381.16	\$ 4,290.06	\$ 4,290.06	\$ -	\$ 1,382.16	\$ 9,686,177.15	\$ 9,687,559.31
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ 4,446.29	\$ 295,744.22	\$ 295,744.22	\$ -	\$ 4,447.29	\$ 31,478,331.52	\$ 31,482,778.81
Pass Thru Road Bond Series 2011	\$ 1.00	\$ -	\$ 2,178.73	\$ -	\$ -	\$ -	\$ 2,179.73	\$ 43,017,759.60	\$ 43,019,939.33
TCDF Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 6,325.00	\$ -	\$ -	\$ 6,325.00	\$ 1.00	\$ 189,257.00	\$ 189,258.00
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ -	\$ -	\$ 1,880.00	\$ -	\$ 1,880.00	\$ -	\$ -	\$ -	\$ -
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 1.01	\$ 4.05	\$ 29,000.00	\$ 530,000.00	\$ 530,000.00	\$ 29,000.00	\$ 5.06	\$ 11,703,492.25	\$ 11,703,497.31
GRAND TOTALS:	\$ 119,130.93	\$ 49.06	\$ 2,665,453.90	\$ 5,882,789.39	\$ 8,296,242.38	\$ 244,007.87	\$ 127,173.03	\$ 165,327,845.30	\$ 165,455,018.33
Transfers Outstanding:									
General Fund to Cedar Oaks Mesa			\$ 47,635.76						
General Fund to Juvenile Center			\$ 568,851.28						
General Fund to SECO			\$ 42,250.00						

Hays County Treasurer's Investment Report

For December 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	11/30/11 Balance	Interest	Deposits	Debits	12/31/11 Balance
All Funds (see Page 1)	\$ 119,130.93	49.06	8,548,243.29	8,540,250.25	127,173.03
TEXPOOL	0.0800%	1.000080			
Description	11/30/11 Balance	Interest	Deposits	Debits	12/31/11 Balance
General	\$ 1,326,340.01	185.16	7,842,848.38	2,878,000.00	6,291,373.55
Road and Bridge General	\$ 225,331.43	24.84	1,185,361.65	594,576.27	816,141.65
Medical and Dental Fund	\$ 3,289,095.53	224.23	-	135,449.39	3,153,870.37
Sheriff's Drug Forfeiture	\$ 98,718.75	7.03	77,088.21	-	175,813.99
D.A. Drug Forfeiture	\$ 62,377.24	4.44	49,932.97	100.00	112,214.65
Health Services Grants	\$ 744.77	-	-	-	744.77
Juvenile Center	\$ 88,230.10	4.26	6,064.61	80,000.00	14,298.97
Tobacco Settlement Fund	\$ 722,048.37	49.66	-	-	722,098.03
Historical Commission Trust	\$ 21,827.15	1.49	-	-	21,828.64
Road Construction 2006	\$ 1,633,894.32	112.36	-	-	1,634,006.68
Certificates of Obligation '09	\$ 3,247.78	0.26	-	-	3,248.04
Pass Thru Revenue 2009	\$ 971,378.36	53.07	-	261,005.21	710,426.22
Certificates of Obligation '10	\$ 21,762,238.67	1,438.49	-	1,158,803.12	20,604,874.04
Parks Bond 2011	\$ 9,689,801.05	666.16	-	4,290.06	9,686,177.15
Priority Road Bond Series 2011	\$ 31,771,906.57	2,169.17	-	295,744.22	31,478,331.52
Pass Thru Road Bond Series 20	\$ 43,014,801.98	2,957.62	-	-	43,017,759.60
LCRA Service Fee Fund	\$ 182,919.39	12.61	6,325.00	-	189,257.00
Hays County I & S	\$ 6,784,183.97	514.54	3,282,296.30	530,604.32	9,516,390.49
All Funds	121,649,085.44	8,425.39	12,429,917.12	5,938,572.59	128,148,855.36

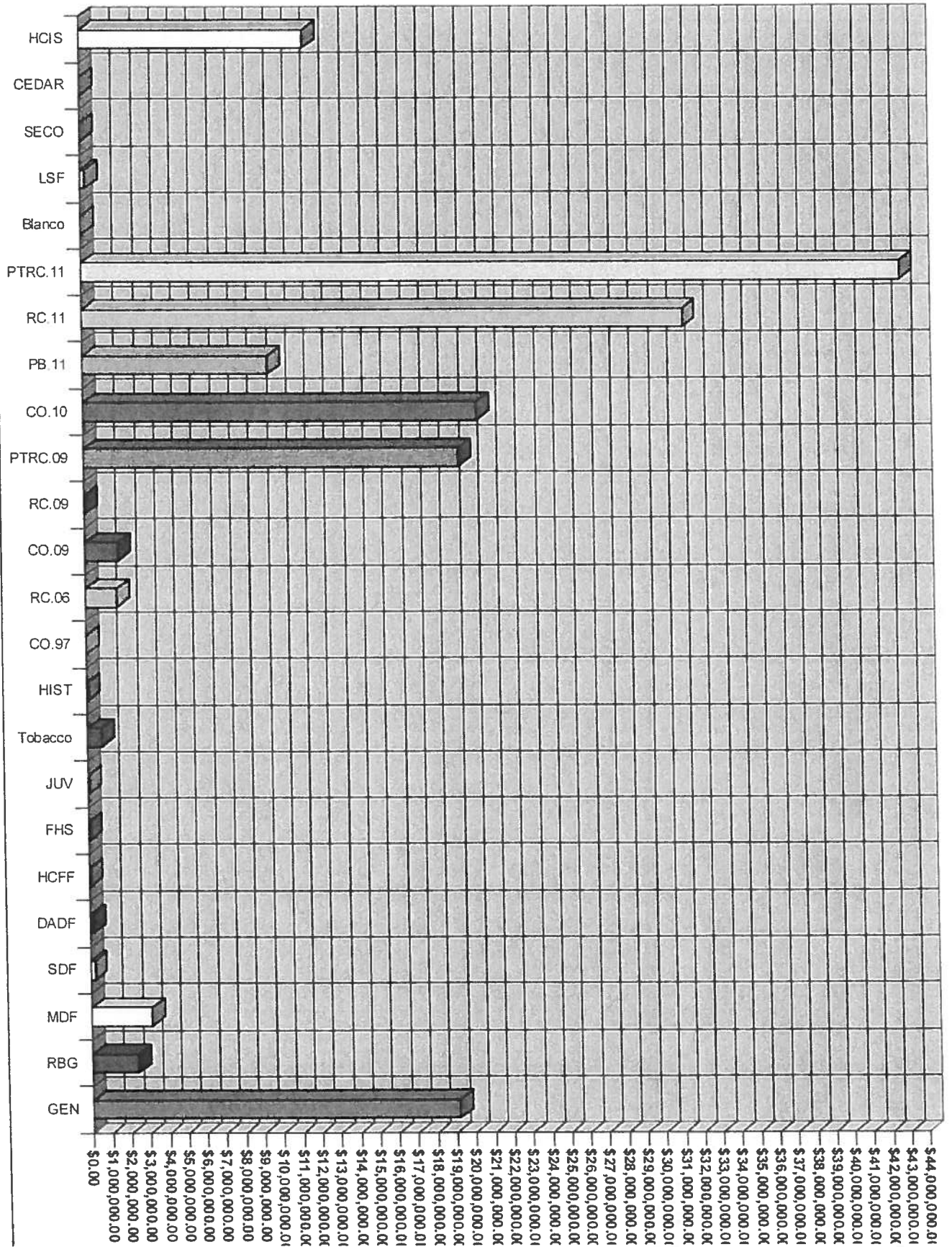
ICT Funds Management

Description	11/30/11 Balance	Interest	Deposits	Debits	12/31/11 Balance
General	\$ 9,038,863.36	230.33	-	-	9,039,093.69
Certificates of Obligation '09	\$ 673,241.86	17.10	-	-	673,258.96
Pass Thru Revenue 2009	\$ 7,861,288.62	200.30	-	-	7,861,488.92
All Funds	17,573,393.84	447.73	-	-	17,573,841.57

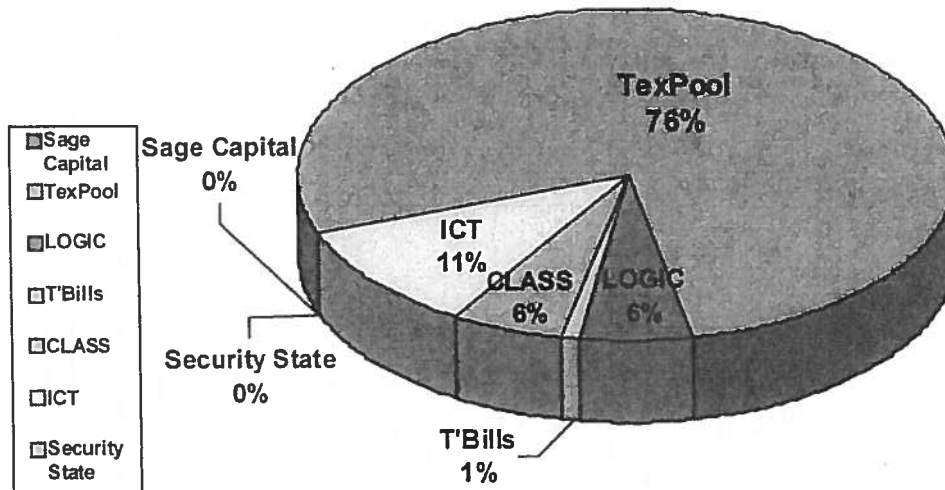
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

<u>Description</u>	<u>Fund</u>	<u>Yield/ Maturity</u>	<u>Balances 11/30/11</u>		<u>Transactions</u>		<u>Balances 12/31/11</u>	
			<u>Par Value</u>	<u>Market Value</u>	<u>Purchases</u>	<u>Maturities</u>	<u>Par Value</u>	<u>Market Value</u>
Security State Bank	General	2.56% 1/4/13	4,959.85	4,959.85			4,959.85	4,959.85
Security State Bank	General	2.99% 1/4/13	4,805.25	4,805.25			4,805.25	4,805.25
Security State Bank	General	2.99% 1/4/13	5,172.18	5,172.18			5,172.18	5,172.18
TOTAL			34,286.07	34,286.07	-	-	14,937.28	14,937.28
TOTAL Fund Balances			158,962,945.46			165,455,018.33		
BENCHMARK								
CURRENT 90 DAY TREASURY BILL YIELDING .005%								

Fund balances for 12/31/11



INVESTMENT ALLOCATION TOTALS DECEMBER 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF NOVEMBER 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 39,315.18	\$ 14.27	\$ 1,720,288.68	\$ 3,416,000.00	\$ 5,075,105.04	\$ -	\$ 100,513.07	\$ 14,146,978.07	\$ 14,247,491.14
Road and Bridge General	\$ 1,446.67	4.66	\$ 229,747.12	\$ 789,754.56	\$ 996,863.25	\$ 24,084.10	\$ 5.66	\$ 1,762,289.08	\$ 1,762,294.74
Medical and Dental Fund	\$ 2.33	2.27	\$ 847,772.28	\$ -	\$ 847,774.59	\$ -	\$ 2.29	\$ 3,290,486.99	\$ 3,290,489.28
Sheriff's Drug Forfeiture	\$ 1.00	-	\$ 6,359.84	\$ 685.50	\$ 685.50	\$ 6,359.84	\$ 1.00	\$ 98,718.75	\$ 98,719.75
District Attorney Drug Forfeiture	\$ 1.00	-	\$ 1,738.60	\$ 345.76	\$ 345.76	\$ 1,738.60	\$ 1.00	\$ 62,439.83	\$ 62,440.83
Hot Check Fee Fund	\$ 8,830.27	-	\$ 9,162.79	\$ -	\$ 825.08	\$ -	\$ 17,167.98	\$ -	\$ 17,167.98
Family Health Services	\$ 151.12	1.74	\$ 237,235.02	\$ 56,000.00	\$ 291,974.09	\$ -	\$ 1,413.79	\$ 1,203.57	\$ 2,617.36
Juvenile Detention Center	\$ 45,056.73	13.91	\$ 422,382.90	\$ -	\$ 379,655.42	\$ 87,763.21	\$ 14.91	\$ 88,230.10	\$ 88,245.01
Tobacco Settlement Fund	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722,048.37	\$ 722,048.37
Historical Commission Trust Fund	\$ 19.00	-	\$ 330.00	\$ -	\$ -	\$ 348.00	\$ 1.00	\$ 29,056.78	\$ 29,057.78

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	-	\$ 79,563.64	\$ 179,040.19	\$ 182,002.69	\$ 76,601.14	\$ 1.00	\$ 1,633,894.32	\$ 1,633,895.32
Parks Bond 2008	\$ 225.00	-	\$ -	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ -
Certificates of Obligation 2009	\$ 1.00	-	\$ -	\$ 664,051.55	\$ 664,051.55	\$ -	\$ 1.00	\$ 1,712,317.46	\$ 1,712,318.46
Road Construction Bond 2009	\$ 1.21	-	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.00	-	\$ 5,293.25	\$ 577,498.44	\$ 582,791.69	\$ -	\$ 1.00	\$ 19,884,190.93	\$ 19,884,191.93
Certificates of Obligation 2010	\$ 1.00	-	\$ 25,566.36	\$ 2,718,308.32	\$ 2,743,874.68	\$ -	\$ 1.00	\$ 21,762,238.67	\$ 21,762,239.67
Parks Bond 2011	\$ 1.00	-	\$ -	\$ 57,000.00	\$ 57,000.00	\$ -	\$ 1.00	\$ 9,689,801.05	\$ 9,689,802.05
Priority Road Bond Series 2011	\$ 1.00	-	\$ 4,458.61	\$ 2,275,793.43	\$ 2,280,252.04	\$ -	\$ 1.00	\$ 31,771,906.57	\$ 31,771,907.57
Pass Thru Road Bond Series 2011	\$ -	-	\$ -	\$ 102,556.27	\$ 102,555.27	\$ -	\$ 1.00	\$ 43,014,801.98	\$ 43,014,802.98
TCDP Disaster Relief Blanco	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	-	\$ 6,325.00	\$ 95,220.59	\$ 94,258.55	\$ 7,287.04	\$ 1.00	\$ 182,919.39	\$ 182,920.39
SECO Energy Eff & Conservation	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 67.63	\$ 0.01	\$ -	\$ -	\$ -	\$ 66.63	\$ 1.01	\$ 8,970,942.72	\$ 8,970,943.73
GRAND TOTALS:	\$ 95,124.15	\$ 36.86	\$ 3,596,204.07	\$ 10,932,254.61	\$ 14,300,240.20	\$ 204,248.56	\$ 119,130.93	\$ 158,824,465.74	\$ 158,943,596.67

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 45,755.76
General Fund to Juvenile Center	\$ 566,851.28
General Fund to SECO	\$ 42,250.00

Hays County Treasurer's Investment Report

For November 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	10/31/11 Balance	Interest	Deposits	Debits	11/30/11 Balance
All Funds (see Page 1)	\$ 95,124.15	36.86	14,528,458.68	14,504,488.76	119,130.93

TEXPOOL

	0.1100%	1.000080			
Description	10/31/11 Balance	Interest	Deposits	Debits	11/30/11 Balance
General	\$ 451,333.32	84.41	2,065,922.28	1,191,000.00	1,326,340.01
Road and Bridge General	\$ 471,517.83	25.30	431,560.97	677,772.67	225,331.43
Medical and Dental Fund	\$ 3,288,803.57	291.96	-	-	3,289,095.53
Sheriff's Drug Forfeiture	\$ 93,036.18	8.23	6,359.84	685.50	98,718.75
D.A. Drug Forfeiture	\$ 60,979.04	5.36	1,738.60	345.76	62,377.24
Health Services Grants	\$ 56,743.56	1.21	-	56,000.00	744.77
Juvenile Center	\$ 466.60	0.29	87,763.21	-	88,230.10
Tobacco Settlement Fund	\$ 721,984.28	64.09	-	-	722,048.37
Historical Commission Trust	\$ 21,477.23	1.92	348.00	-	21,827.15
Road Construction 2006	\$ 1,736,193.30	140.07	76,601.14	179,040.19	1,633,894.32
Certificates of Obligation '09	\$ 3,247.48	0.30	-	-	3,247.78
Pass Thru Revenue 2009	\$ 1,548,773.09	103.71	-	577,498.44	971,378.36
Certificates of Obligation '10	\$ 24,478,554.24	1,992.75	-	2,718,308.32	21,762,238.67
Parks Bond 2011	\$ 9,745,938.67	862.38	-	57,000.00	9,689,801.05
Priority Road Bond Series 2011	\$ 34,044,765.74	2,934.26	-	2,275,793.43	31,771,906.57
Pass Thru Road Bond Series 20	\$ 43,010,992.82	3,810.16	102,555.27	102,556.27	43,014,801.98
LCRA Service Fee Fund	\$ 270,834.50	18.44	7,287.04	95,220.59	182,919.39
Hays County I & S	\$ 5,934,048.96	570.69	849,564.32	-	6,784,183.97
All Funds	125,939,690.41	10,915.53	3,629,700.67	7,931,221.17	-

ICT Funds Management

	0.0300%				
Description	10/31/11 Balance	Interest	Deposits	Debits	11/30/11 Balance
General	\$ 11,263,587.39	275.97	-	2,225,000.00	9,038,863.36
Certificates of Obligation '09	\$ 1,001,378.80	24.11	-	328,161.05	673,241.86
Pass Thru Revenue 2009	\$ 7,861,094.78	193.84	-	-	7,861,288.62
All Funds	20,126,060.97	493.92	-	2,553,161.05	17,573,393.84

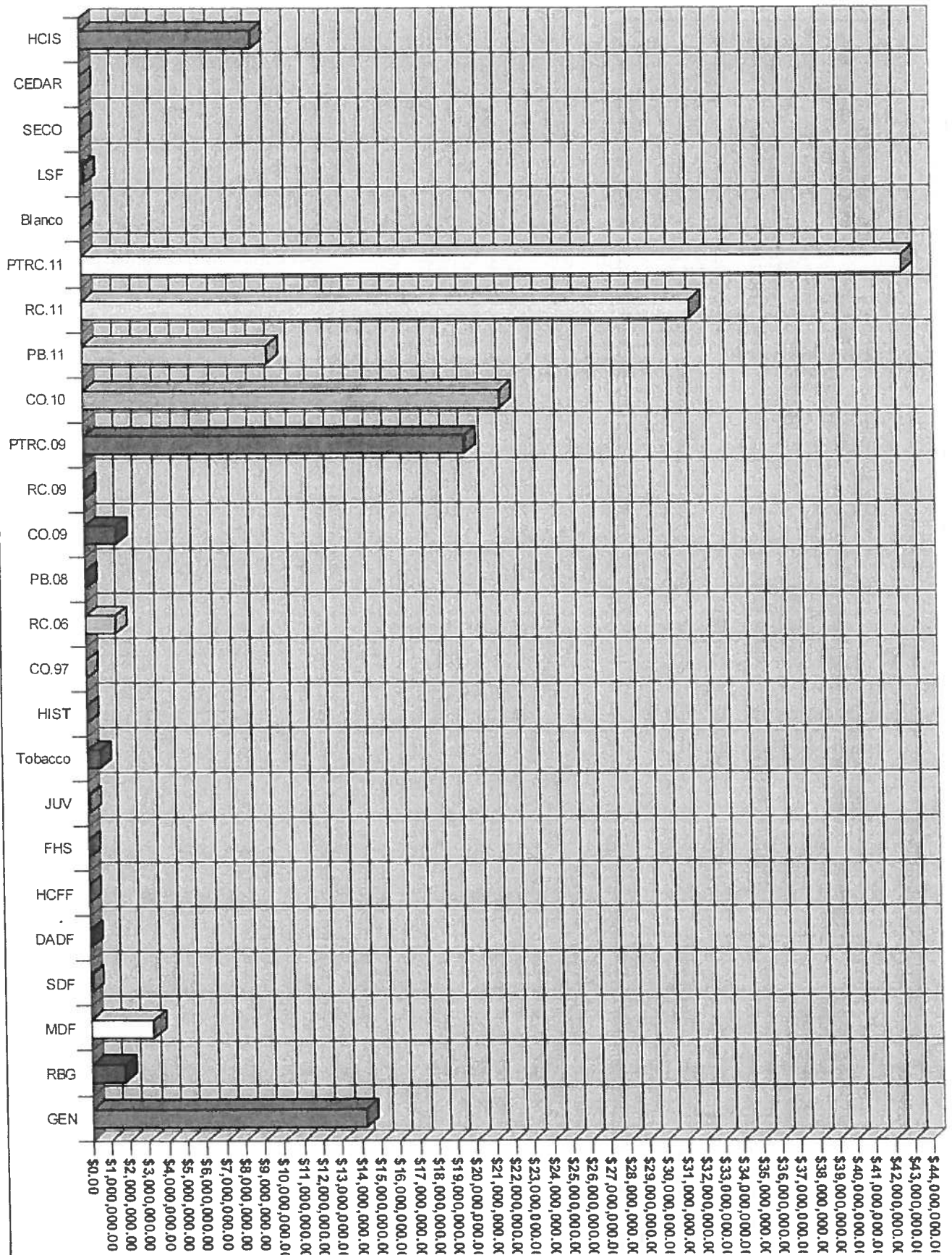
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 10/31/11		Transactions		Balances 11/30/11	
			Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	3.14% 6/14/12	11,034.00	11,034.00		11,034.00		
Security State Bank	General	2.56% 1/4/13	4,959.87	4,959.87		0.02	4,959.85	4,959.85
Security State Bank	General	2.99% 1/4/13	8,314.77	8,314.77		8,314.77		
Security State Bank	General	2.99% 1/4/13	4,805.25	4,805.25			4,805.25	4,805.25
Security State Bank	General	2.99% 1/4/13	5,172.18	5,172.18			5,172.18	5,172.18
TOTAL			34,286.07	34,286.07	-	-	14,937.28	14,937.28
TOTAL Fund Balances			166,334,506.93			158,943,596.67		

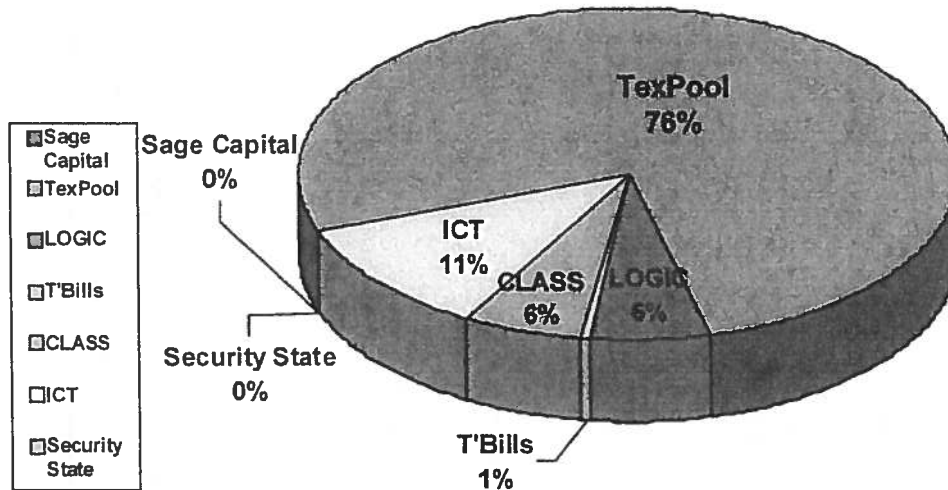
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .005%

Fund balances for 11/30/11



INVESTMENT ALLOCATION TOTALS NOVEMBER 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog

Bill Herzog, Hays County Auditor

Michele Tuttle

Michele Tuttle, Hays County Treasurer

Britney Richey

Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF OCTOBER 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 294,471.46	\$ 59.71	\$ 1,798,779.06	\$ 3,849,169.60	\$ 5,903,164.65	\$ -	\$ 39,315.18	\$ 15,515,664.11	\$ 15,554,979.29
Road and Bridge General	\$ 18,144.65	\$ 4.67	\$ 137,225.68	\$ 597,375.73	\$ 751,304.06	\$ -	\$ 1,446.67	\$ 2,227,196.60	\$ 2,228,643.27
Medical and Dental Fund	\$ 1.35	\$ 1.33	\$ 875,297.63	\$ 35,100.00	\$ 910,397.98	\$ -	\$ 2.33	\$ 3,290,194.82	\$ 3,290,197.15
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 422.35	\$ 422.35	\$ -	\$ 1.00	\$ 93,036.18	\$ 93,037.18
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 5,259.28	\$ 5,259.28	\$ -	\$ 1.00	\$ 61,041.62	\$ 61,042.62
Hot Check Fee Fund	\$ 8,303.82	\$ -	\$ 2,082.16	\$ -	\$ 1,555.71	\$ -	\$ 8,830.27	\$ -	\$ 8,830.27
Family Health Services	\$ 984.79	\$ 5.12	\$ 127,755.36	\$ 102,395.40	\$ 208,142.29	\$ 24,827.26	\$ 151.12	\$ 57,202.28	\$ 57,353.40
Juvenile Detention Center	\$ 105,995.25	\$ 6.41	\$ 238,289.40	\$ 91,000.00	\$ 390,234.33	\$ -	\$ 45,056.73	\$ 466.60	\$ 45,523.33
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 721,984.28	\$ 721,984.28
Historical Commission Trust Fund	\$ 1.00	\$ -	\$ 83.00	\$ -	\$ -	\$ 65.00	\$ 19.00	\$ 28,705.75	\$ 28,724.75

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 7,375.50	\$ -	\$ 7,375.50	\$ 1.00	\$ 1,736,193.30	\$ 1,736,194.30
Parks Bond 2008	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ -	\$ 329,583.01	\$ 329,583.01	\$ -	\$ 1.00	\$ 2,376,201.50	\$ 2,376,202.50
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ -	\$ -	\$ -	\$ 4,885,584.36	\$ 4,885,583.36	\$ -	\$ 1.00	\$ 20,459,899.23	\$ 20,459,900.23
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,794,425.60	\$ 2,794,425.60	\$ -	\$ 1.00	\$ 24,478,554.24	\$ 24,478,555.24
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ 9,152.00	\$ 9,152.00	\$ -	\$ 1.00	\$ 9,745,938.67	\$ 9,745,939.67
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ 1,228,283.48	\$ 1,228,283.48	\$ -	\$ 1.00	\$ 34,044,766.74	\$ 34,044,766.74
Pass Thru Road Bond Series 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,010,992.82	\$ 43,010,992.82
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 57,535.04	\$ -	\$ 6,980.59	\$ 50,554.45	\$ 1.00	\$ 270,834.50	\$ 270,835.50
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 647,703.66	\$ 66.63	\$ 58,018.96	\$ -	\$ 825.00	\$ 704,896.62	\$ 67.63	\$ 8,120,509.43	\$ 8,120,577.06
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GRAND TOTALS:

	\$ 1,075,820.20	\$ 143.87	\$ 3,295,066.29	\$ 13,935,126.31	\$ 17,423,313.69	\$ 787,718.83	\$ 95,124.15	\$ 166,239,382.78	\$ 166,334,506.93
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Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 45,755.76
General Fund to Juvenile Center	\$ 566,851.28
General Fund to SECO	\$ 42,250.00

Hays County Treasurer's Investment Report

For October 2011

SAGE CAPITAL BANK CHECKING

Description	9/30/11 Balance	Interest	Deposits	Debits	10/31/11 Balance
All Funds (see Page 1)	\$ 1,075,820.20	143.87	17,230,192.60	18,211,032.52	95,124.15

TEXPOOL

0.0839%

Description	9/30/11 Balance	Interest	Deposits	Debits	10/31/11 Balance
General	\$ 1,230,892.75	37.82	278,816.01	1,058,413.26	451,333.32
Road and Bridge General	\$ 1,030,622.22	54.86	72,083.81	631,243.06	471,517.83
Medical and Dental Fund	\$ 3,323,667.54	236.03	-	35,100.00	3,288,803.57
Sheriff's Drug Forfeiture	\$ 98,288.58	6.88	-	5,259.28	93,036.18
D.A. Drug Forfeiture	\$ 61,074.74	4.30	-	100.00	60,979.04
Health Services Grants	\$ 134,307.02	4.68	24,827.26	102,395.40	56,743.56
Juvenile Center	\$ 91,460.41	6.19	-	91,000.00	466.60
Tobacco Settlement Fund	\$ 721,932.85	51.43	-	-	721,984.28
Historical Commission Trust	\$ 21,410.72	1.51	65.00	-	21,477.23
Road Construction 2006	\$ 1,743,444.70	124.10	-	7,375.50	1,736,193.30
Certificates of Obligation '09	\$ 14,532.95	0.78	-	11,286.25	3,247.48
Pass Thru Revenue 2009	\$ 6,434,079.56	277.89	-	4,885,584.36	1,548,773.09
Certificates of Obligation '10	\$ 27,271,124.54	1,855.30	-	2,794,425.60	24,478,554.24
Parks Bond 2011	\$ 9,754,395.71	694.96	3,042.00	12,194.00	9,745,938.67
Priority Road Bond Series 2011	\$ 35,270,603.10	2,446.12	-	1,228,283.48	34,044,765.74
Pass Thru Road Bond Series 20	\$ 43,007,927.40	3,065.42	-	-	43,010,992.82
LCRA Service Fee Fund	\$ 220,264.24	15.81	50,554.45	-	270,834.50
Hays County I & S	\$ 5,126,053.44	369.10	807,626.42	-	5,934,048.96
All Funds	135,556,082.47	9,253.18	1,237,014.95	10,862,660.19	125,939,690.41

ICT Funds Management

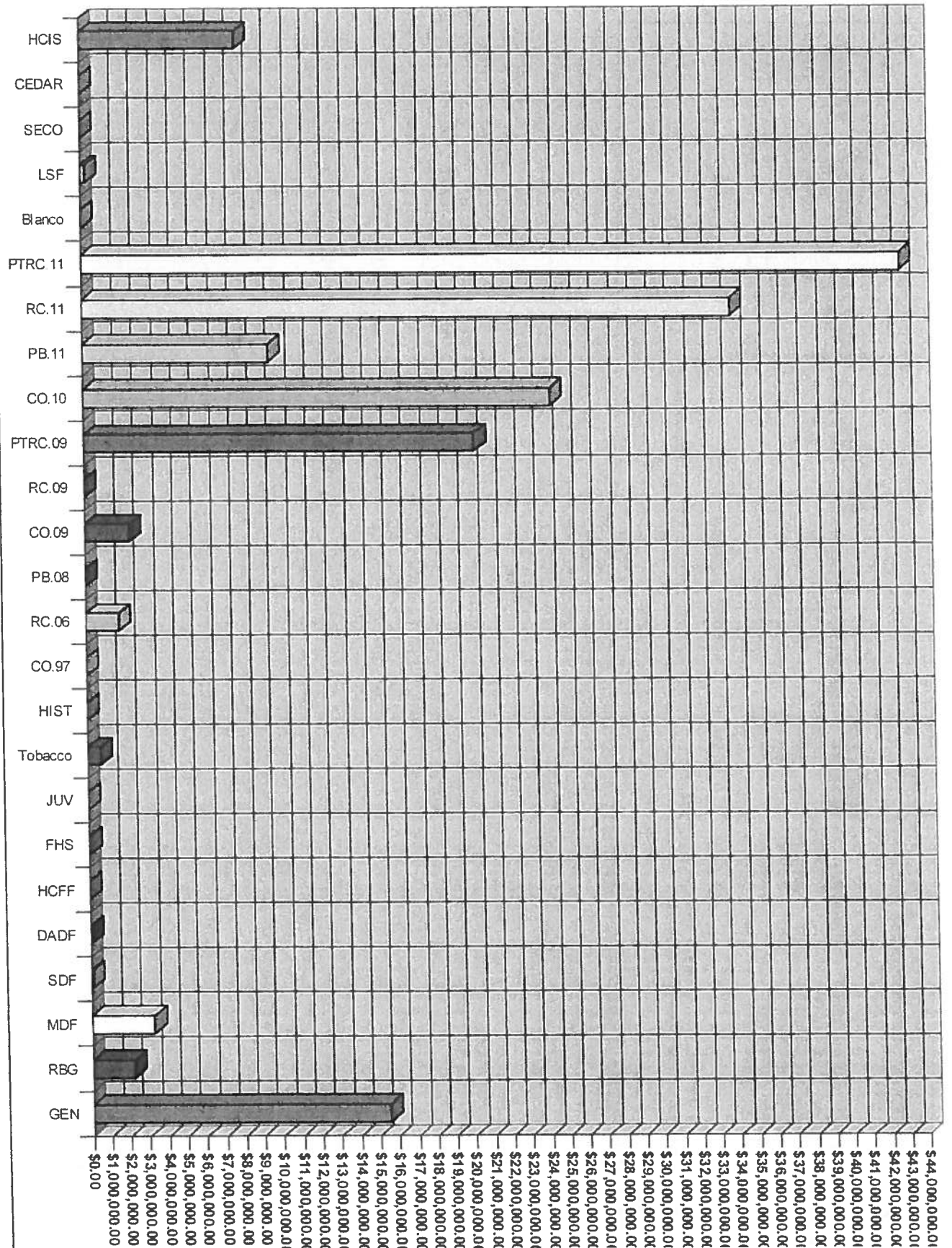
0.0300%

Description	9/30/11 Balance	Interest	Deposits	Debits	10/31/11 Balance
General	\$ 11,263,300.33	287.06	-	-	11,263,587.39
Certificates of Obligation '09	\$ 1,001,353.33	25.47	-	-	1,001,378.80
Pass Thru Revenue 2009	\$ 7,860,894.52	200.26	-	-	7,861,094.78
All Funds	20,125,548.18	512.79	-	-	20,126,060.97

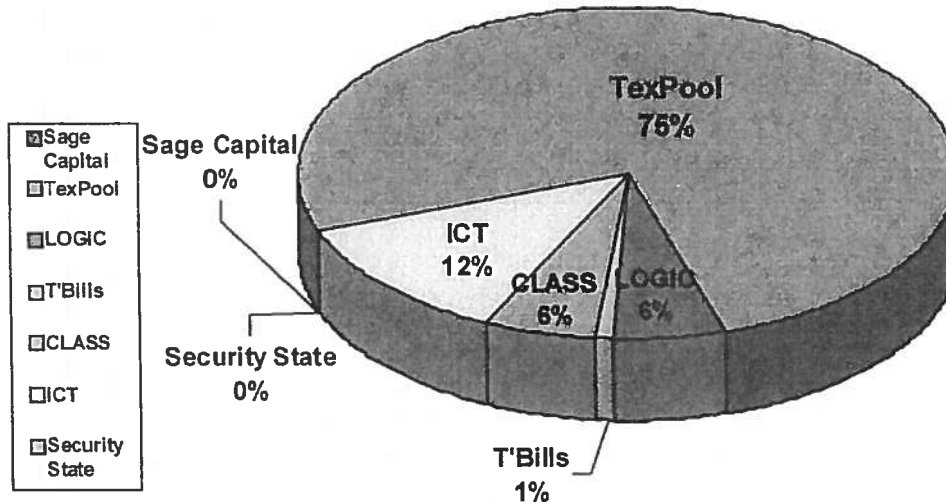
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 9/30/11		Transactions		Balances 10/31/11	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
Security State Bank	General	3.14% 6/14/12	11,034.00	11,034.00			11,034.00	11,034.00
Security State Bank	General	2.56% 1/4/13	4,959.87	4,959.87			4,959.87	4,959.87
Security State Bank	General	2.99% 1/4/13	8,314.77	8,314.77			8,314.77	8,314.77
Security State Bank	General	2.99% 1/4/13	4,805.25	4,805.25			4,805.25	4,805.25
Security State Bank	General	2.99% 1/4/13	5,172.18	5,172.18			5,172.18	5,172.18
TOTAL			34,286.07	34,286.07	-	-	34,286.07	34,286.07
TOTAL Fund Balances			180,037,551.68			166,334,506.93		
BENCHMARK								
CURRENT 90 DAY TREASURY BILL YIELDING .005%								

Fund balances for 10/31/11



INVESTMENT ALLOCATION TOTALS OCTOBER 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog

Bill Herzog, Hays County Auditor

Michele Tuttle

Michele Tuttle, Hays County Treasurer

Britney Richey

Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF SEPTEMBER 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 80,614.57	\$ 34.49	\$ 2,846,980.26	\$ 1,939,438.04	\$ 4,572,595.90	\$ -	\$ 294,471.46	\$ 19,085,063.30	\$ 19,379,534.76
Road and Bridge General	\$ 21,453.01	\$ 4.65	\$ 271,381.69	\$ 473,105.95	\$ 747,800.65	\$ -	\$ 18,144.65	\$ 2,786,081.78	\$ 2,804,226.43
Medical and Dental Fund	\$ 2.72	\$ 0.35	\$ 2,086,727.12	\$ -	\$ 480,567.46	\$ 1,606,161.38	\$ 1.35	\$ 3,325,058.62	\$ 3,325,059.97
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 422.35	\$ 422.35	\$ -	\$ 1.00	\$ 98,288.58	\$ 98,289.58
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ 4,426.22	\$ 727.49	\$ 727.49	\$ 4,426.22	\$ 1.00	\$ 61,137.31	\$ 61,138.31
Hot Check Fee Fund	\$ 9,801.42	\$ -	\$ -	\$ -	\$ 1,497.60	\$ -	\$ 8,303.82	\$ -	\$ 8,303.82
Family Health Services	\$ 3,067.83	\$ 2.79	\$ 348,219.44	\$ -	\$ 216,022.67	\$ 134,302.60	\$ 964.79	\$ 134,765.69	\$ 135,730.48
Juvenile Detention Center	\$ 36,483.97	\$ 17.25	\$ 468,009.68	\$ -	\$ 309,215.53	\$ 89,300.12	\$ 105,995.25	\$ 91,460.41	\$ 197,455.66
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 721,932.85	\$ 721,932.85
Historical Commission Trust Fund	\$ 150.50	\$ -	\$ 327.00	\$ -	\$ -	\$ 476.50	\$ 1.00	\$ 28,638.34	\$ 28,639.34

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 48,497.45	\$ -	\$ 48,497.45	\$ 1.00	\$ 1,743,444.70	\$ 1,743,445.70
Parks Bond 2008	\$ -	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
Certificates of Obligation 2009	\$ 1.00	\$ -	\$ 9,137.92	\$ -	\$ -	\$ 9,137.92	\$ 1.00	\$ 2,705,584.11	\$ 2,705,585.11
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.00	\$ -	\$ -	\$ 104,705.50	\$ 104,706.50	\$ -	\$ (0.00)	\$ 25,343,681.25	\$ 25,343,681.25
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,240,508.58	\$ 2,240,508.58	\$ -	\$ 1.00	\$ 27,271,124.54	\$ 27,271,125.54
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ 1,997.60	\$ 1,997.60	\$ -	\$ 1.00	\$ 9,754,395.71	\$ 9,754,396.71
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ 76,247.87	\$ 76,247.87	\$ -	\$ 1.00	\$ 35,270,603.10	\$ 35,270,604.10
Pass Thru Road Bond Series 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,007,927.40	\$ 43,007,927.40
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 4,525.27	\$ -	\$ -	\$ 51,444.29	\$ 55,968.56	\$ -	\$ 1.00	\$ 220,264.24	\$ 220,265.24
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,001.00	\$ 5.54	\$ 647,797.12	\$ -	\$ -	\$ 29,100.00	\$ 647,703.66	\$ 7,312,278.44	\$ 7,959,982.10
GRAND TOTALS:	\$ 185,109.51	\$ 65.07	\$ 6,687,231.45	\$ 4,937,095.12	\$ 8,812,278.76	\$ 1,921,402.19	\$ 1,075,820.20	\$ 178,961,731.48	\$ 180,037,551.68

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 45,755.76
General Fund to Juvenile Center	\$ 566,851.28
General Fund to SECO	\$ 42,250.00

Hays County Treasurer's Investment Report

For September 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	8/31/11 Balance	Interest	Deposits	Debits	9/30/11 Balance
All Funds (see Page 1)	\$ 185,109.51	65.07	11,624,326.57	10,733,680.95	1,075,820.20

TEXPOOL

0.0929%

Description	8/31/11 Balance	Interest	Deposits	Debits	9/30/11 Balance
General	\$ 1,577,845.24	108.25	82,377.30	429,438.04	1,230,892.75
Road and Bridge General	\$ 1,493,120.72	98.76	10,508.69	473,105.95	1,030,622.22
Medical and Dental Fund	\$ 1,717,371.32	134.84	1,606,161.38	-	3,323,667.54
Sheriff's Drug Forfeiture	\$ 98,703.42	7.51	-	422.35	98,288.58
D.A. Drug Forfeiture	\$ 57,371.65	4.36	4,426.22	727.49	61,074.74
Health Services Grants	\$ 4.11	0.31	134,302.60	-	134,307.02
Juvenile Center	\$ 2,159.88	0.43	89,300.12	-	91,460.41
Tobacco Settlement Fund	\$ 721,877.72	55.13	-	-	721,932.85
Historical Commission Trust	\$ 20,932.59	1.63	476.50	-	21,410.72
Road Construction 2006	\$ 1,694,817.71	129.54	48,497.45	-	1,743,444.70
Certificates of Obligation '09	\$ 5,394.65	0.38	9,137.92	-	14,532.95
Pass Thru Revenue 2009	\$ 6,538,288.83	496.23	-	104,705.50	6,434,079.56
Certificates of Obligation '10	\$ 29,509,444.62	2,188.50	-	2,240,508.58	27,271,124.54
Parks Bond 2011	\$ 9,755,648.55	744.76	-	1,997.60	9,754,395.71
Priority Road Bond Series 2011	\$ 35,344,154.84	2,696.13	-	76,247.87	35,270,603.10
Pass Thru Road Bond Series 20	\$ 43,004,644.00	3,283.40	-	-	43,007,927.40
LCRA Service Fee Fund	\$ 271,689.11	19.42	-	51,444.29	220,264.24
Hays County I & S	\$ 5,070,205.52	388.48	55,459.44	-	5,126,053.44
All Funds	136,883,674.46	10,358.06	2,040,647.62	3,378,597.67	135,556,082.47

ICT Funds Management

0.0300%

Description	8/31/11 Balance	Interest	Deposits	Debits	9/30/11 Balance
General	\$ 11,263,022.57	277.76	-	-	11,263,300.33
Certificates of Obligation '09	\$ 1,001,328.69	24.64	-	-	1,001,353.33
Pass Thru Revenue 2009	\$ 7,860,700.71	193.81	-	-	7,860,894.52
All Funds	20,125,051.97	496.21	-	-	20,125,548.18

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

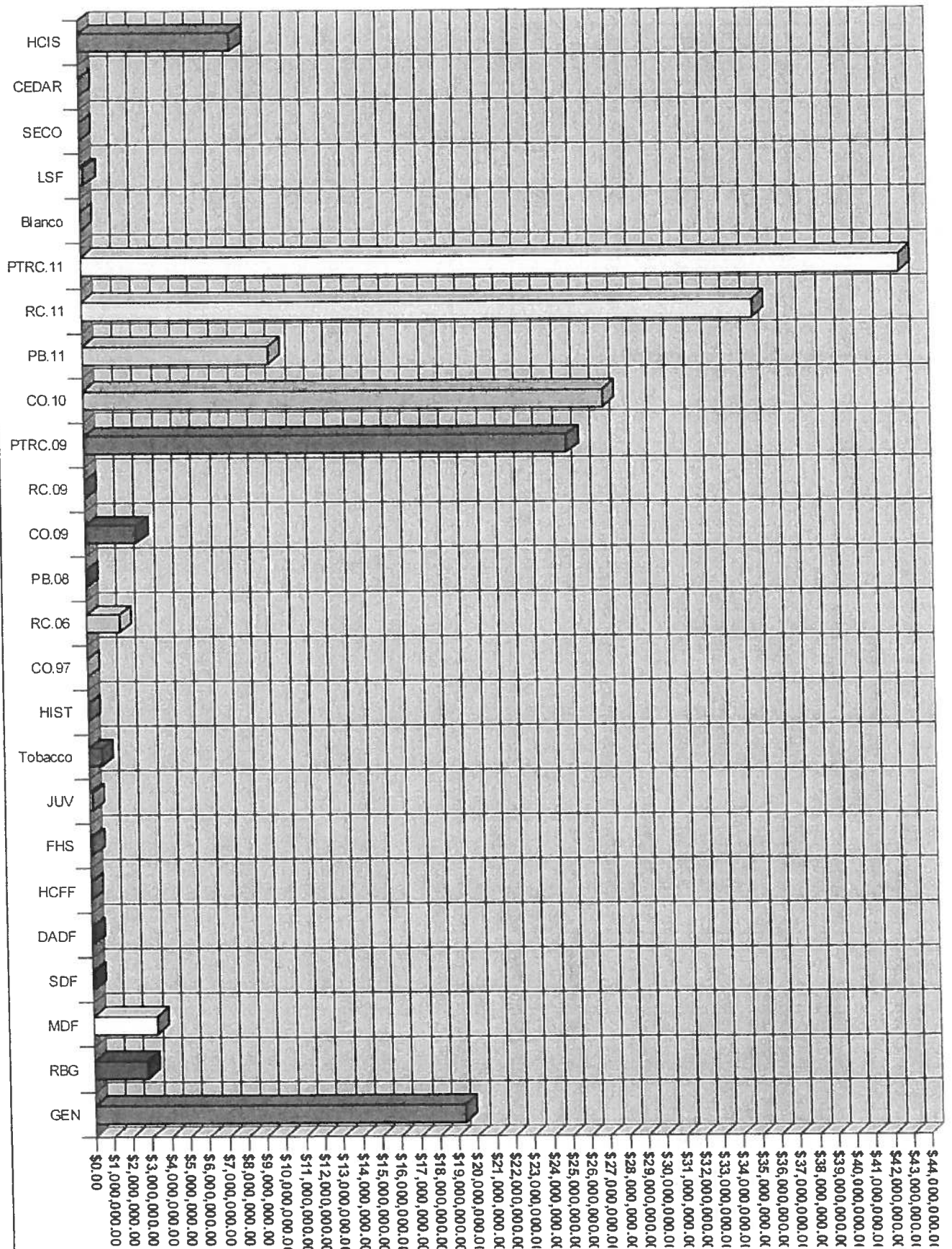
Note: These balances were trued up, some of the maturity transactions happened earlier

Description	Fund	Yield/ Maturity	Balances 8/31/11		Balances 9/30/11		Transactions		Balances 9/30/11	
			Par Value	Market Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value
Security State Bank	General	2.72% 11/7/09	156.19	156.19	156.19	156.19		156.19		
Security State Bank	General	3.06% 6/14/10	11,877.81	11,877.81	11,877.81	11,877.81		843.81	11,034.00	11,034.00
Security State Bank	General	3.14% 6/14/12								
Security State Bank	General	2.94% 7/10/10	8,314.77	8,314.77	8,314.77	8,314.77				
Security State Bank	General	2.99% 7/10/12	7,110.73	7,110.73	7,110.73	7,110.73				
Security State Bank	General	2.56% 1/4/13	10,187.17	10,187.17	10,187.17	10,187.17				
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75	8,122.75	8,122.75				
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38	9,487.38	9,487.38				
Security State Bank	General	2.64% 8/8/12	172.79	172.79	172.79	172.79				
Franklin Bank	General	1.91% 10/19/11						172.79	0.00	
TOTAL			55,429.59	55,429.59	55,429.59	55,429.59			34,286.07	34,286.07
TOTAL Fund Balances			182,002,391.08					180,037,551.68		

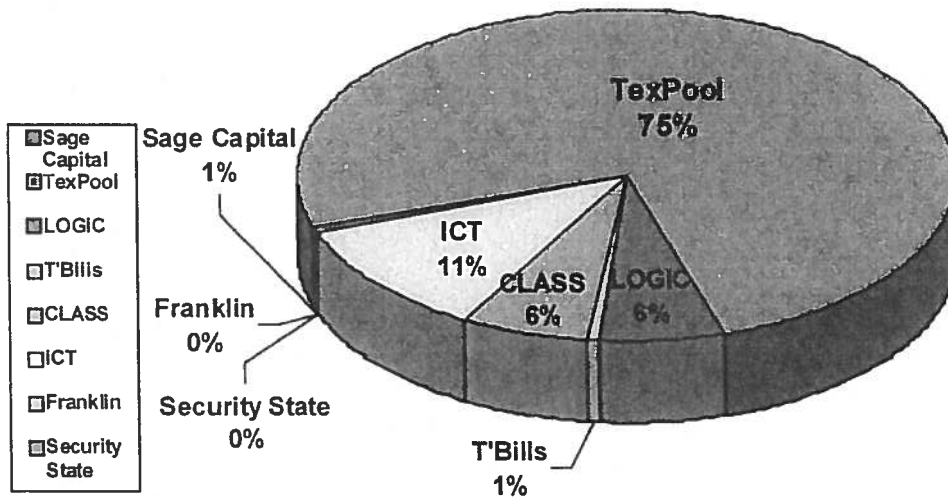
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .005%

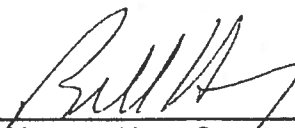
Fund balances for 9/30/11

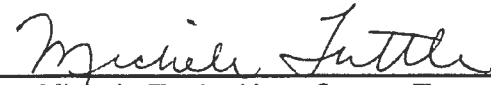


INVESTMENT ALLOCATION TOTALS SEPTEMBER 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Bill Herzog, Hays County Auditor


Michele Tuttle, Hays County Treasurer


Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF AUGUST 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 55,405.08	\$ 27.28	\$ 1,931,765.62	\$ 3,282,972.24	\$ 5,189,555.65	\$ -	\$ 80,614.57	\$ 20,962,045.83	\$ 21,042,660.40
Road and Bridge General	\$ 5.00	\$ 5.31	\$ 129,586.52	\$ 891,437.26	\$ 999,581.08	\$ -	\$ 21,453.01	\$ 3,248,381.12	\$ 3,269,834.13
Medical and Dental Fund	\$ 1.97	\$ 1.72	\$ 967,843.27	\$ -	\$ 967,844.24	\$ -	\$ 2.72	\$ 1,718,762.24	\$ 1,718,764.96
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 5,852.91	\$ 5,852.91	\$ -	\$ 1.00	\$ 98,703.42	\$ 98,704.42
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 4,846.37	\$ 4,846.37	\$ -	\$ 1.00	\$ 57,434.21	\$ 57,435.21
Hot Check Fee Fund	\$ 9,177.75	\$ -	\$ -	\$ 1,796.36	\$ 1,172.69	\$ -	\$ 9,801.42	\$ -	\$ 9,801.42
Health Services Grants	\$ 2,189.23	\$ 4.11	\$ 444,462.58	\$ -	\$ 443,588.09	\$ -	\$ 3,067.83	\$ 40.76	\$ 3,108.59
Family Health Services	\$ 83.23	\$ -	\$ -	\$ -	\$ 83.23	\$ -	\$ (0.00)	\$ 421.97	\$ 421.97
Juvenile Detention Center	\$ 98,289.98	\$ 11.47	\$ 334,751.71	\$ -	\$ 396,569.19	\$ -	\$ 36,483.97	\$ 2,159.86	\$ 38,643.83
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 721,877.72	\$ 721,877.72
Historical Commission Trust Fund	\$ 18.00	\$ -	\$ 132.50	\$ -	\$ -	\$ -	\$ 150.50	\$ 28,159.39	\$ 28,309.89

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 1,694,817.71	\$ 1,694,818.71
Certificates of Obligation 2009	\$ 3.49	\$ -	\$ -	\$ 650,572.78	\$ 650,575.27	\$ -	\$ 1.00	\$ 2,696,231.97	\$ 2,696,232.97
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.27	\$ -	\$ -	\$ 511,729.34	\$ 511,729.61	\$ -	\$ 1.00	\$ 25,446,452.29	\$ 25,446,453.29
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,507,691.94	\$ 2,507,691.94	\$ -	\$ 1.00	\$ 29,509,444.62	\$ 29,509,445.62
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ 69,452.87	\$ 69,452.87	\$ -	\$ 1.00	\$ 9,755,648.55	\$ 9,755,649.55
Priority Road Bond Series 2011	\$ -	\$ -	\$ -	\$ 2,385,896.45	\$ 2,385,895.45	\$ -	\$ 1.00	\$ 35,344,154.84	\$ 35,344,155.84
Pass Thru Road Bond Series 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,004,644.00	\$ 43,004,644.00
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 4,530.00	\$ 48,467.00	\$ 48,472.73	\$ -	\$ 4,525.27	\$ 271,689.11	\$ 276,214.38
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 0.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 13.99	\$ -	\$ 29,000.00	\$ 7,673,709.22	\$ -	\$ 7,673,722.21	\$ 29,001.00	\$ 7,256,210.85	\$ 7,285,211.85
GRAND TOTALS:	\$ 165,196.21	\$ 49.89	\$ 3,845,072.20	\$ 18,034,424.74	\$ 14,185,911.32	\$ 7,673,722.21	\$ 185,109.51	\$ 181,817,281.57	\$ 182,002,391.08

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 45,755.76
General Fund to Juvenile Center	\$ 586,851.28
General Fund to SECO	\$ 42,250.00

Hays County Treasurer's Investment Report

For August 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
All Funds (see Page 1)	\$ 165,196.21	49.89	21,879,496.94	21,859,633.53	185,109.51

TEXPOOL

	0.0851%	1.000040			
Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 2,700,448.07	149.78	152,247.39	1,275,000.00	1,577,845.24
Road and Bridge General	\$ 2,450,939.97	151.92	19,800.60	977,771.77	1,493,120.72
Medical and Dental Fund	\$ 1,717,247.15	124.17	-	-	1,717,371.32
Sheriff's Drug Forfeiture	\$ 104,549.10	7.23	-	5,852.91	98,703.42
D.A. Drug Forfeiture	\$ 63,049.70	4.25	-	5,682.30	57,371.65
Health Services Grants	\$ 4.11	-	-	-	4.11
Juvenile Center	\$ 2,159.77	0.09	-	-	2,159.86
Tobacco Settlement Fund	\$ 721,825.54	52.18	-	-	721,877.72
Historical Commission Trust	\$ 20,931.08	1.51	-	-	20,932.59
Road Construction 2006	\$ 1,694,695.13	122.58	-	-	1,694,817.71
Certificates of Obligation '09	\$ 5,394.25	0.40	-	-	5,394.65
Pass Thru Revenue 2009	\$ 7,049,519.96	498.21	-	511,729.34	6,538,288.83
Certificates of Obligation '10	\$ 32,014,857.25	2,279.31	-	2,507,691.94	29,509,444.62
Parks Bond 2011	\$ 9,824,392.59	708.83	-	69,452.87	9,755,648.55
Priority Road Bond Series 2011	\$ 37,727,381.97	2,669.32	-	2,365,896.45	35,344,154.84
Pass Thru Road Bond Series 20	\$ 43,001,534.75	3,109.25	-	-	43,004,644.00
LCRA Service Fee Fund	\$ 320,135.86	20.25	-	48,467.00	271,689.11
Hays County I & S	\$ 12,613,831.46	591.00	130,893.69	7,675,110.63	5,070,205.52
All Funds	152,032,897.71	10,490.28	302,941.68	15,462,655.21	136,883,674.46

ICT Funds Management

	0.0300%				
Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 11,262,735.55	287.02	-	-	11,263,022.57
Certificates of Obligation '09	\$ 1,001,303.23	25.46	-	-	1,001,328.69
Pass Thru Revenue 2009	\$ 7,860,500.45	200.26	-	-	7,860,700.71
All Funds	20,124,539.23	512.74	-	-	20,125,051.97

CLASS - MBIA

0.1400%

NAV 1.00

Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 3,752,059.24	434.04	-	-	3,752,493.28
Certificates of Obligation '09	\$ 2,008,533.94	231.11	-	334,697.84	1,674,067.21
Pass Thru Revenue 2009	\$ 6,025,601.69	697.03	-	-	6,026,298.72
All Funds	11,786,194.87	1,362.18	-	334,697.84	11,452,859.21

LOGIC

0.1380%

1.00073

Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 5,520,697.81	639.57	-	2,007,972.24	3,513,365.14
Road and Bridge General	\$ 1,755,054.66	205.74	-	-	1,755,260.40
Medical and Dental Fund	\$ 1,390.76	0.16	-	-	1,390.92
D.A. Drug Forfeiture	\$ 62.55	0.01	-	-	62.56
Health Services Grants	\$ 36.65	-	-	-	36.65
Family Health Services	\$ 421.92	0.05	-	-	421.97
Historical Commission Trust	\$ 7,225.95	0.85	-	-	7,226.80
Certificates of Obligation '09	\$ 331,294.10	22.26	-	315,874.94	15,441.42
Road Construction 2009	\$ 1.11	-	-	-	1.11
Pass Thru Revenue 2009	\$ 5,020,575.49	588.54	-	-	5,021,164.03
Hays County I & S	\$ 1,935,791.04	228.93	-	-	1,936,017.97
All Funds	14,572,552.04	1,684.11	-	2,323,847.18	12,250,388.97

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Par Value	Market Value	Balances 7/31/11 Book Value	Transactions Purchases	Maturities	Par Value	Balances 8/31/11 Book Value	Market Value
9127952A8	99.9861	0.056 8/25/11	100,000.00	99,989.13	99,986.10	-	100,000.00	-	199,969.67	200,000.00
		General	100,000.00	99,989.13	99,986.10	-	100,000.00	-	199,969.67	200,000.00
9127953F6	99.9848	0.061 9/1/11	200,000.00	199,984.89	199,969.67	-	-	-	249,987.36	250,000.00
		General	200,000.00	199,984.89	199,969.67	-	-	-	249,987.36	250,000.00
9127952K6	99.9949	0.021 10/20/11	250,000.00	249,987.36	249,959.65	-	-	-	499,924.17	500,000.00
		Hays County I & S	250,000.00	249,987.36	249,959.65	-	-	-	499,924.17	500,000.00
9127953O2	99.9848	0.061 10/27/11	500,000.00	499,924.17	499,893.75	-	-	-	99,996.17	99,999.21
		General	500,000.00	499,924.17	499,893.75	-	-	-	99,996.17	99,999.21
9127953U3	99.9962	0.015 11/25/11	100,000.00	-	-	100,000.00	-	-	100,000.00	100,000.00
		General	100,000.00	-	-	100,000.00	-	-	100,000.00	100,000.00
TOTAL			1,050,000.00	1,049,867.30	1,049,827.42	-	-	-	1,049,877.37	1,049,999.21

CLASS - MBIA

0.1400%

NAV 1.00

Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 3,752,059.24	434.04	-	-	3,752,493.28
Certificates of Obligation '09	\$ 2,008,533.94	231.11	-	334,697.84	1,674,067.21
Pass Thru Revenue 2009	\$ 6,025,601.69	697.03	-	-	6,026,298.72
All Funds	11,786,194.87	1,362.18	-	334,697.84	11,452,859.21

LOGIC

0.1380%

1.00073

Description	7/31/11 Balance	Interest	Deposits	Debits	8/31/11 Balance
General	\$ 5,520,697.81	639.57	-	2,007,972.24	3,513,365.14
Road and Bridge General	\$ 1,755,054.66	205.74	-	-	1,755,260.40
Medical and Dental Fund	\$ 1,390.76	0.16	-	-	1,390.92
D.A. Drug Forfeiture	\$ 62.55	0.01	-	-	62.56
Health Services Grants	\$ 36.65	-	-	-	36.65
Family Health Services	\$ 421.92	0.05	-	-	421.97
Historical Commission Trust	\$ 7,225.95	0.85	-	-	7,226.80
Certificates of Obligation '09	\$ 331,294.10	22.26	-	315,874.94	15,441.42
Road Construction 2009	\$ 1.11	-	-	-	1.11
Pass Thru Revenue 2009	\$ 5,020,575.49	588.54	-	-	5,021,164.03
Hays County I & S	\$ 1,935,791.04	228.93	-	-	1,936,017.97
All Funds	14,572,552.04	1,684.11	-	2,323,847.18	12,250,388.97

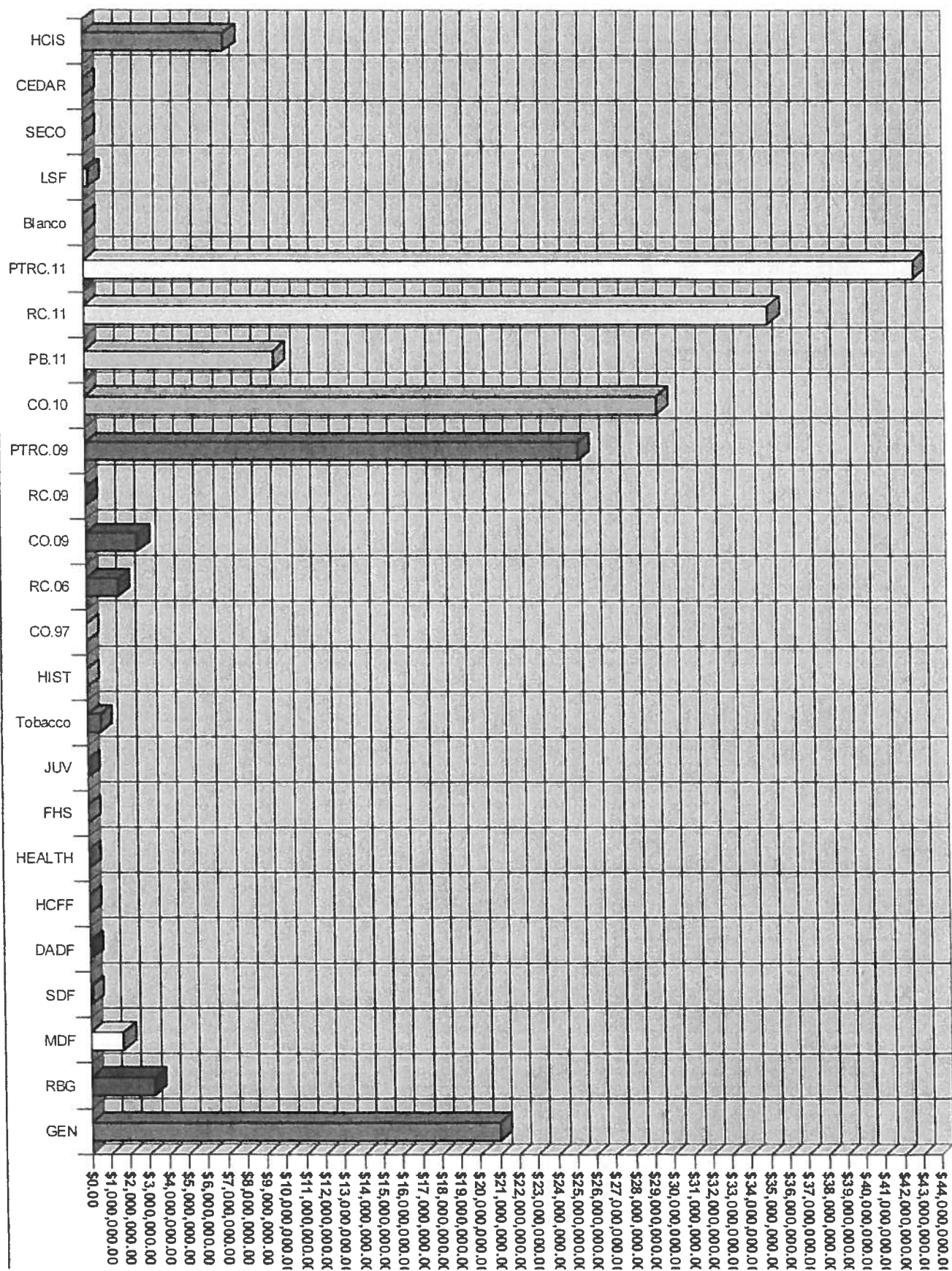
TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Par Value	Market Value	Balances 7/31/11 Book Value	Transactions Purchases	Maturities	Par Value	Balances 8/31/11 Book Value	Market Value
9127952A8	99.9861	0.056 8/25/11	100,000.00	99,989.13	99,986.10	-	100,000.00	-	199,969.67	200,000.00
		General	100,000.00	99,989.13	99,986.10	-	100,000.00	-	199,969.67	200,000.00
9127953F6	99.9848	0.061 9/1/11	200,000.00	199,984.89	199,969.67	-	-	-	249,987.36	250,000.00
		General	200,000.00	199,984.89	199,969.67	-	-	-	249,987.36	250,000.00
9127952K6	99.9949	0.021 10/20/11	250,000.00	249,987.36	249,959.65	-	-	-	499,924.17	500,000.00
		Hays County I & S	250,000.00	249,987.36	249,959.65	-	-	-	499,924.17	500,000.00
9127953O2	99.9848	0.061 10/27/11	500,000.00	499,924.17	499,893.75	-	-	-	99,996.17	99,999.21
		General	500,000.00	499,924.17	499,893.75	-	-	-	99,996.17	99,999.21
9127953U3	99.9962	0.015 11/25/11	100,000.00	-	-	100,000.00	-	-	100,000.00	100,000.00
		General	100,000.00	-	-	100,000.00	-	-	100,000.00	100,000.00
TOTAL			1,050,000.00	1,049,867.30	1,049,827.42	-	-	-	1,049,877.37	1,049,999.21

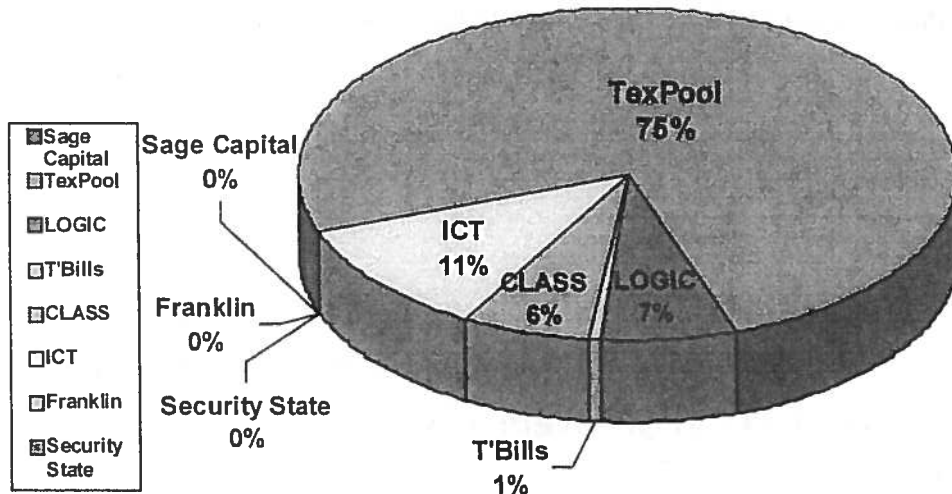
LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 7/31/11		Transactions		Balances 8/31/11	
			Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72% 11/7/09	156.19	156.19			156.19	156.19
Security State Bank	General	3.06% 6/14/10	11,877.81	11,877.81			11,877.81	11,877.81
Security State Bank	General	3.14% 6/14/12						
Security State Bank	General	2.94% 7/10/10	8,314.77	8,314.77			8,314.77	8,314.77
Security State Bank	General	2.99% 7/10/12	7,110.73	7,110.73			7,110.73	7,110.73
Security State Bank	General	2.56% 1/4/13	10,187.17	10,187.17			10,187.17	10,187.17
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75			8,122.75	8,122.75
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38			9,487.38	9,487.38
Security State Bank	General	2.84% 8/8/12						
Franklin Bank	General	1.91% 10/19/11	172.79	172.79			172.79	172.79
Franklin Bank								
TOTAL			55,429.59	55,429.59	-	-	55,429.59	55,429.59
TOTAL Fund Balances								
			199,786,676.95			182,002,391.08		
BENCHMARK								
CURRENT 90 DAY TREASURY BILL YIELDING .005%								

Fund balances for 8/31/11



INVESTMENT ALLOCATION TOTALS AUGUST 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog

Bill Herzog, Hays County Auditor

Michele Tuttle

Michele Tuttle, Hays County Treasurer

Britney Richey

Britney Richey, Assistant Hays County Treasurer

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 renewal contract for Ron Hood, Constable, Precinct 3 with the Texas 1033 Surplus Property Program and authorize the County Judge to execute the contract.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hood

SPONSORED BY: Whisenant



TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: Mar 7, 2012

Agency: Hays County Constable, Pct. 4

Phone: (512) 858 7605 Alternate Phone: (512) 820 8678

Fax: (512) 858 4799

Website (if applicable): www.co.hays.tx.us/Constable4

Screener #1: Constable / Ron Hood / ron.hood@co.hays.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: _____
RANK / NAME / E-MAIL ADDRESS

Screener #3: _____
RANK / NAME / E-MAIL ADDRESS

Screener #4: _____
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Constable / Ron Hood / ron.hood@co.hays.tx.us
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature: _____

Name: Ron Hood

Title: Constable, Pct 4

Email: ron.hood@co.hays.tx.us

AUTHORIZED OFFICIAL²

Signature: _____

Name: Bert Cobb, MD

Title: County Judge

Email: bert.cobb@co.hays.tx.us

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

**LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION**

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ☐

UPDATE ☒

SCREENER ID (Update Only): TX25878

AGENCY: Hays County Constable, Pct. 4

PHYSICAL ADDRESS (No P.O. Box): 195 Roger Hanks Parkway, Suite #3

MAILING ADDRESS (If different than above): _____

CITY: Dripping Springs

STATE: TX

ZIP: 78620

EMAIL: ron.hood@co.hays.tx.us

PHONE: 512-858-7605

FAX: 512-858-4799

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 3

PART-TIME: _____

RESERVE: 2

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Ron Hood

SCREENER/POC #2: _____

SCREENER/POC #3: _____

SCREENER/POC #4: _____

WEAPON POC (Optional): _____

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ☐

NO ☒

WEAPONS

YES ☐

NO ☒

AIRCRAFT

YES ☐

NO ☒

WATERCRAFT

YES ☐

NO ☒

TACTICAL
VEHICLES

YES ☐

NO ☒

OTHER CONTROLLED
PROPERTY

YES ☐

NO ☒

DEMIL A
(LESS THAN A YEAR OLD)

YES ☐

NO ☒

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

**CHIEF EXECUTIVE OFFICIAL/
HEAD OF LOCAL AGENCY**

Ron E. Hood

PRINTED NAME

DATE: Mar 7, 2012

SIGNATURE

**STATE COORDINATOR:
(NOT REQUIRED FOR FEDERAL)**

Skylor Hearn

PRINTED NAME

DATE: _____

SIGNATURE

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget of Constable Pct 2 for vehicle maint from law enf eqpt

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

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

PREFERRED MEETING DATE REQUESTED: March 13,2012

Amount Required: \$ 1,115

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-636-00.5413 Veh Maint

from 001-636-00.5717_400 Law Enf Eqpt

REQUESTED BY: James Kohler/Auditors Office

SPONSORED BY: Jones

SUMMARY:

Constable 2 has issues with vehicle maintenance costs for his 2009 Dodge vehicle. The engine seized up; warranty will cover most of the \$6,000 cost; however, County cost is \$1,600. Constable 2 has savings from radar & lightbar eqpt. totaling \$1,115, which he wishes to transfer to vehicle maint. to help cover the engine replacement.

See Budget Amendment

DESCRIPTION OF Item: : Amend Budget of Constable Pct 2 for vehicle maint from law enf eqpt

PREFERRED MEETING DATE REQUESTED: March 13, 2012

COUNTY AUDITOR

AMOUNT: \$1,115

LINE ITEM NUMBER: to 001-636-00.5413 Veh Maint

from 001-636-00.5717_400 Law Enf Eqpt

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 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>Appropriation as Amended</u>
<u>Constable 2 (636):</u>				
001-636-00.5413 Veh Maint	4,000	1,135		5,135
001-636-00.5717_400 Law Enf Eqpt	3,800		(1,135)	2,665

Transfer eqpt savings to veh maint for engine replacement

Government Center Security (613):

001-613-00.5473 Eqpt Lease	0	1,040		1,040
001-613-00.5489 Telephone	0	2,700		2,700
001-613-00.5021 Staff	754,224		(2,400)	751,824
001-613-00.5474 Uniforms	2,100		(1,340)	760
		<u>3,740</u>	<u>(3,740)</u>	

Transfer for copier lease and telephone use

Information Technology (680):

001-680-00.5429 Software Maint/Licensing	591,491	3,800		595,291
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Countywide Operating (645):

001-645-00.5399 Contingencies	432,284		(3,800)	428,484
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Transfer from Contingencies to Info. Tech for contract cost (SCPDC) for software use by Development Svcs.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the Government Center Security to assume the Elections Office equipment lease for copier and amend the budget for the cost of the lease and for land lines and cell phone service.

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

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

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: \$3,740

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-613-00.]

REQUESTED BY: Lt. Ronnie Strain

SPONSORED BY: Judge Bert Cobb, MD

SUMMARY:

The Government Center Security office is in need of a copier in order to maintain the docket schedules on a daily basis. The Elections Office has a copier that is in their old building not being used and is willing to transfer the lease.

Also, land lines and cell phones were not originally planned during the budget process and have now all been installed and distributed.

Budget Amendment:

Increase Eqpt Lease: 001-613-00.5473 - \$1,040
Increase Telephone: 001-613-00.5489 - \$2,700
Decrease Staff Salaries: 001-613-00.5021 - (\$2,400)
Decrease Uniforms: 001-613-00.5474 - (\$1,340)

DESCRIPTION OF Item: Authorize the Government Center Security to take over the Elections Office equipment lease for copier and amend the budget for the cost of the lease and for land lines and cell phone service.

PREFERRED MEETING DATE REQUESTED: March 13, 2012

COUNTY AUDITOR

AMOUNT: \$3,740

LINE ITEM NUMBER: 001-613-00.]

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

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>Appropriation as Amended</u>
<u>Constable 2 (636):</u>					
001-636-00.5413	Veh Maint	4,000	1,135		5,135
001-636-00.5717_400	Law Enf Eqpt	3,800		(1,135)	2,665

Transfer eqpt savings to veh maint for engine replacement

Government Center Security (613):

001-613-00.5473	Eqpt Lease	0	1,040		1,040
001-613-00.5489	Telephone	0	2,700		2,700
001-613-00.5021	Staff	754,224		(2,400)	751,824
001-613-00.5474	Uniforms	2,100		(1,340)	760
			<u>3,740</u>	<u>(3,740)</u>	

Transfer for copier lease and telephone use

Information Technology (680):

001-680-00.5429	Software Maint/Licensing	591,491	3,800		595,291
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Countywide Operating (645):

001-645-00.5399	Contingencies	432,284		(3,800)	428,484
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Transfer from Contingencies to Info. Tech for contract cost (SCPDC) for software use by Development Svcs.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept a donation of \$100.00 to the Sheriff's Office Community Outreach Program.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, MD

SUMMARY:

The Sheriff's Office received a donation in the amount of \$100.00 and request to deposit into line item. 052-618-00.4610/Contributions.

DESCRIPTION OF Item: Accept a donation of \$100.00 to the Sheriff's Office Community Outreach Program.

PREFERRED MEETING DATE REQUESTED: March 13, 2012

COUNTY AUDITOR

AMOUNT: \$ 100

LINE ITEM NUMBER: See budget amendment

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____


Bluebonnet

P.O. Box 729 Bastrop, TX 78602-0729

FIRST NATIONAL BANK, GIDDINGS
PO Box 269
GIDDINGS TX 78942

Check Number

00192920

88-471/1131

Check Date

03/02/2012

RMCCU001 03022012 132633 AP

General Account

Net Amount

\$*****100.00 *

00192920

PAY*One Hundred Dollars*****

Void after 120 days

TO THE
ORDER
OF

Hays County Sheriff's Office
1307 UHLAND RD
SAN MARCOS TX 78666

AUTHORIZED SIGNATURE

SIGNATURE HERE TO BE USED FOR MICROPRINTING

DETACH FROM CHECK AND KEEP FOR YOUR RECORDS

00192920

Hays County Sheriff's Office
1307 UHLAND RD
SAN MARCOS TX 78666

Payment No.: 2000051496

Payment Date: 03022012

Vendor No.: 101435

Page: 1 of 1

Invoice Number	Invoice Date	Document Number Text	Gross Amount	Discount	Net Amount
2012 DONATION	03012012	Please accept this check as settlement for the items listed below subject to the goods and services supplied and the Invoice therefore being correct. 1900092731	100.00	0.00	100.00
		Check Total.....			\$ 100.00

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the adjustment of the county election precinct boundaries.

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

PREFERRED MEETING DATE REQUESTED: : March 13, 2012

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Joyce Cowan

SPONSORED BY: Judge Bert Cobb

SUMMARY:

A map with adjusted boundaries (made from our adopted map on 9-20-2011) will be made available for review.

Commissioner's Court approved our County Election Precinct boundaries on September 20, 2011 and December 6, 2011. Due to a lawsuit filed in the United States District Court for the Western District of Texas opposing the state's Congressional, Senatorial and State Representative boundaries. A Court order (March 1, 2012) has been issued adopting Plan C235 (Congressional Districts), Plan S172 (Senatorial Districts) and Plan H309 (State Rep. Districts) changing our original boundary lines therefore causing us to redraw some of our precincts.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to accept and approve the Proposal for the LEC Immediate Needs – RTU Control Upgrades as submitted by JE Dunn Construction and to waive the purchasing policy that would require obtaining two additional quotes.

TYPE OF ITEM: Discussion/Action

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: \$17,690.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741 Countywide Miscellaneous Capital Improvements

REQUESTED BY: Robinson

SPONSORED BY: Cobb

SUMMARY:

The Commissioners' Court approved \$2 Million for immediately needed Jail Renovations on August 24, 2010. Hays County contracted with JE Dunn Construction to provide General Contracting services for the HVAC Upgrades effective October 19, 2010. The installation of 30 RTUs is complete. Additional upgrades (including troubleshooting/repair of existing wiring, an additional transmitter located in the Administration Area, and upgrades to the RTUs to protect and prolong the life of the equipment) are required. Additional information is included as back-up. JE Dunn, as the General Contractor, and Mtech, as the subcontractor, performed the original scope of work; thus, it is being requested that the purchasing policy requiring a total of 3 quotes be waived to maintain consistency in the work and to eliminate any potential voids in existing warranties. Discussion and Possible Action will include waiving the purchasing policy and acceptance and approval of the Proposal submitted by JE Dunn. This work does NOT increase the approved \$2M budget; funds remaining in the HVAC Upgrades line item will be used to fund the additional scope of work.

JUSTIFICATION:



Hays County Law Enforcement Center - RTU Control Upgrades

Potential Change Item (PCI #): 6

Date: 2/29/2012

OWNER

Hays County

Subject:

POTENTIAL CHANGE ITEM - PCI #006

Option 1 - New Thermostat in Administration Area.

Option 2 - Troubleshoot and Repair RTU's 7, 9, 13, 16 and 23.

Option 3b - Low Ambient / Freeze Stat Installation on RTU's (60 devices).

Option 5 - Accustat Bulb Installation in Return Air.

Option 6 - Comfort Balance of Administration Area.

Voluntary Alternate - Troubleshoot and Repair/Replace Wiring and Conduit for RTU's 13, 14, 22, and 23.

We propose to provide all labor, material and Supervision to perform the work as follows:

<u>Subcontractor:</u>	<u>Description:</u>	<u>Cost</u>
Mtech	15500-SU Option 1 - New Thermostat in Administration Area.	\$ 360.00
Mtech	15500-SU Option 2 - Troubleshoot and Repair RTU's 7, 9, 13, 16 and 23.	\$ 2,420.00
Mtech	15500-SU Option 3b - Low Ambient / Freeze Stat Installation on RTU's (60 devices).	\$ 5,410.00
Mtech	15500-SU Option 5 - Accustat Bulb Installation in Return Air.	\$ 2,760.00
Mtech	15500-SU Option 6 - Comfort Balance of Administration Area.	\$ 780.00
Mtech	15500-SU Voluntary Alternate - Troubleshoot and Repair/Replace Wiring and Conduit for RTU's 13, 14, 22, and 23i.	\$ 5,960.00

Cost of Work	\$ 17,690.00
Sales Tax (If applicable)	\$ -
Bonds/Insurance/Fee	\$ -
Total Amount	\$ 17,690.00

Clarifications:

See attached Mtech proposal dated February 9, 2012.

Approval:

JE Dunn South Central, Inc.

2/29/2012
Date

Broadus and Associates

03/02/12
Date

Dr. Bert Cobb - Hays County Judge

Date



A DIVISION OF Comfort Systems, USA

9601 Dessau Rd., Bldg. 3, Ste. 303, Austin, Texas 78754 Phone: (512) 929-7090 Fax: (512) 873-7142 TACLA021308C

QUOTE TO: JE Dunn

DATE: February 9, 2012

FOR THE PROJECT: Hays Country Law Enforcement – Controls Repairs

REVISED COPE OF WORK FOR REPAIRS OF HVAC SYSTEM
NO PLANS, SPECIFICATIONS, OR ADDENDUM ACKNOWLEDGED

INCLUDED IN PRICE:

Option # 1- New Thermostat in Admin:

Installation of (1) touch screen thermostat in Administration Area (RTU-3) - **PRICE: \$ 360.00**

Option # 2- Trouble shoot & repair (5) existing RTU's (7, 9, 13, 16, & 23)

Repair and/or replace supply & return air sensors on units noted above - **PRICE: \$2,420.00**

Option # 3a- Low ambient / freeze stat installation – (3) RTU's

Furnish and install low ambient freeze stats on (3) RTU's as discussed in meeting at site - **PRICE: \$320.00**

Option # 3b- Low ambient / freeze stat installation – (60) RTU's

Furnish and install low ambient freeze stats on all (60) RTU's - **PRICE: \$5,410.00**

Option # 5- Accustat bulb installation in return air – unit cost

Furnish and install Accustat return air sensing bulb concurrently with Option # 3a or 3b above (the same control wiring would be used to wire in the new bulb) - **PRICE: \$92.00 / ea.**

Option # 6- Comfort Balance of Administration Area

Furnish all labor for air balance of occupied Administration Area - **PRICE: \$780.00**

Voluntary Alternates (if needed)

Troubleshoot and repair/replace existing wiring and conduit for RTU's 13, 14, 22, & 23i – **Price: \$5,960.00**

NOT INCLUDED IN PRICE:

1. Repairs to existing control wiring not readily accessible at the unit (no in-wall wire repairs or replacement) – reference voluntary alternate pricing if repairs are desired
2. Painting of new or existing HVAC and/or architectural components
3. Sheetrock work / Demo of existing architectural components (walls, etc..) / Removal or replacement of existing ceilings
4. Electrical - line voltage wiring – disconnects - Interior ductwork – air devices – insulation
5. Material tax
6. Repairs to existing equipment/material not specifically detailed above – warranty of existing equipment

Chip Chambliss

Office Phone: (512) 908-1006 Fax (512)873-7142 Mobile: (512) 848-0770

Email: chip.chambliss@comfortsystemsusa.com

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. APPROVAL OF CONTRACTOR'S CREDIT BY MECHANICAL TECHNICAL SERVICES, L.P. AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS
2. THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.

NOTE: Quote may be withdrawn by us if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12137, Austin, TX. 78711 1-800-803-9202, 512-463-6599

Scott Privott

From: Codi Newsom <cnewsom@broaddusassociates.com>
Sent: Monday, February 27, 2012 3:48 PM
To: Scott Privott
Cc: Captain Brad Robinson
Subject: FW: Hays County Law Enforcement - Revised control pricing
Attachments: 120210 MTech Quote for Admim-Troubleshooting REV.pdf

Importance: High

Scott,

As a follow-up to my voicemail, please prepare a proposal from JE Dunn outlining the following options from MTech's attached quote. Please have the proposal state a total not-to-exceed price to present to Commissioner's Court.

- Option 1 - \$360
- Option 2 - \$2,420
- Option 3b - \$5,410
- Option 5b - \$2,760
- Option 6 - \$780
- Voluntary Alternates - \$5,960

We are unable to do a CO to the HVAC contract since the contract has been closed. However, Brad will be able to take this proposal to Court for approval and ask for the purchasing policy to be waived to allow JE Dunn to do the work. Thus, this proposal will act as the "contract" – please have a signature line as well.

Call me with any questions.

Codi M. Newsom, P.E., LEED^{AP}
BROADDUS & ASSOCIATES
Office 512-329-8822
Direct 512-347-3653
Mobile 512-418-6559
Fax 512-853-5559
www.BroaddusAssociates.com

Ranked among the Top 50 Program Managers by Engineering News Record

From: Codi Newsom
Sent: Monday, February 27, 2012 3:25 PM
To: Vickie G. Wilhelm (vickie_wilhelm@co.hays.tx.us)
Subject: FW: Hays County Law Enforcement - Revised control pricing
Importance: High

Vickie –

Any word on this yet?

Codi M. Newsom, P.E., LEED^{AP}
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Fax 512-853-5559

www.BroadusAssociates.com

Ranked among the Top 50 Program Managers by Engineering News Record

From: Codi Newsom
Sent: Wednesday, February 22, 2012 12:29 PM
To: Vickie G. Wilhelm (vickie_wilhelm@co.hays.tx.us)
Cc: Scott Privott
Subject: FW: Hays County Law Enforcement - Revised control pricing
Importance: High

Vickie,

The Sheriff's Office would like to move forward with the HVAC modifications we discussed. The total change order to JE Dunn's contract would be \$17,690. We have enough money in the budget to cover these additions. How should we proceed contractually to get this work completed? From what I understand, JE Dunn's contract has been closed, but if possible, I'd like to just do a Change Order to that contract for the above stated amount. Will this work? Do we need to go to Court for this or will an "Approval to Execute Project Funds" from work (the one with the 3 signatures)?

Codi M. Newsom, P.E., LEED^{AP}
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Ranked among the Top 50 Program Managers by Engineering News Record

From: Brad Robinson [<mailto:brad@co.hays.tx.us>]
Sent: Wednesday, February 22, 2012 10:41 AM
To: Codi Newsom
Subject: RE: Hays County Law Enforcement - Revised control pricing

Morning Codi,
I meet with Chief as well as Cliff, we feel if there is still money set aside for this project we should cover all the options on Mtech list..
That way all the AC will have the same kind of device on them and should prolong the life of them.
What are you feeling on this?

Brad Robinson, Captain
Hays County Sheriff's Office
1307 Uhland Rd.
San Marcos Tx, 78666
512-393-7812

From: Codi Newsom [<mailto:cnewsom@broadusassociates.com>]
Sent: Tuesday, February 21, 2012 2:42 PM
To: Brad Robinson; Julie Villapando; Jamie Page; Yvette Johnson; Gary Cutler; Naomi Narvaiz
Subject: RE: Hays County Law Enforcement - Revised control pricing

Brad,

Have you had a chance to review the pricing from MTech? How would you like to proceed?

Codi M. Newsom, P.E., LEED^{AP}

BROADDUS & ASSOCIATES
Office 512-329-8822
Direct 512-347-3653
Mobile 512-418-6559
Fax 512-853-5559
www.BroaddusAssociates.com

Ranked among the Top 50 Program Managers by Engineering News Record

From: Codi Newsom

Sent: Friday, February 10, 2012 9:55 AM

To: Captain Brad Robinson; Julie Villalpando (julie@co.hays.tx.us); Jamie Page; Yvette Johnson; 'Sheriff Gary Cutler'; Naomi Narvalz

Subject: FW: Hays County Law Enforcement - Revised control pricing

Importance: High

Brad,

Please see MTech's FINAL and COMPLETE pricing proposal for all of the remaining HVAC issues. I've also attached the email I sent previously summarizing Options 1-6.

The last pricing on the Proposal titled "Voluntary Alternates" is to troubleshoot the remaining 4 units with possible low voltage (a.k.a. wiring issues). The \$5,960 quoted is a worst case scenario assuming the existing wiring will need abandoned and new wiring/conduit will need to be ran.

If all options are approved, the total additional costs equate to:

- \$10,116 (Options 1, 2, 3a, 5a, 6, and Voluntary Alternate)
- \$17,690 (Options 1, 2, 3b, 5b, 6, and Voluntary Alternate)

At this time, we still have roughly \$56K for the HVAC upgrades remaining in the budget so we should be able to do this work under the current budget approval. I spoke with Vickie Wilhelm regarding JE Dunn's contract and she said she will be able to let us know how to move forward once she has a total cost of work. This will most likely need to go to Court for approval as well.

I also want to point out again that the Freeze Stats and Accustat Bulbs are a "mechanical safety" to protect the equipment and prolong the equipment life. If the County chooses not to install the Freeze Stats and Accustat Bulbs, it is essential that the unit set points remain at 68 degrees or higher.

Call with any questions. Please let me know how you would like to proceed.

Codi M. Newsom, P.E., LEED'AP
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Ranked among the Top 50 Program Managers by Engineering News Record

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 a resolution requesting a sale of property acquired by the City of San Marcos, Texas in trust for itself, San Marcos CISD and Hays County at a Delinquent Tax Sale.

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

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe/MVBA

SPONSORED BY: Ingalsbe

SUMMARY: The Tax Office has received an offer to purchase a piece of real property that was bid into trust at a tax sale. The City of SM owns the property in trust for several taxing units, including Hays County. The property is located in Pct. 1

An offer was made to purchase the property from the taxing units for \$1,000. The approval of the governing bodies of all the taxing units with an interest in the property is required to accept this offer.

The property is described as a .229 acre tract out of Lot 8 Block 12 of the D.S. Combs addition to the City of SM. Unfortunately, the property is landlocked and there does not appear to be a street address.

The property was bid into trust because nobody made the minimum bid at the tax sale. The offer of \$1,000 is close to the Hays County Appraisal District's 2011 appraised market value of \$1,200 for the property. Accordingly, MVBA recommends that Hays County pass a resolution authorizing the City of SM to accept the \$1,000 offer.

Similar resolutions are being presented to the governing bodies of the City of SM and the SMCISD. If all three governing bodies approve the resolution, the property will be sold. If any of the three governing bodies do not approve the resolution, the property will not be sold.



**RESOLUTION REQUESTING A PRIVATE SALE
OF PROPERTY ACQUIRED BY THE CITY OF SAN MARCOS, TEXAS IN TRUST FOR
ITSELF, SAN MARCOS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND
HAYS COUNTY AT A DELINQUENT TAX SALE**

**STATE OF TEXAS §
 §
COUNTY OF HAYS §**

WHEREAS, the following described property was offered for sale by the Constable of Hays County, Texas at public auctions pursuant to judgments of foreclosure for delinquent taxes by the District Courts of Hays County; and

WHEREAS, the following described property did not receive sufficient bids as set by law and were struck off to The City of San Marcos, Texas, Trustee, for the use and benefit of itself, San Marcos Consolidated Independent School District and Hays County, Texas, pursuant to Section 34.01 (j) Texas Tax Code; and

WHEREAS, TEX. TAX CODE § 34.05 (i) provides that a taxing unit that purchased the property pursuant to section 34.01 of the Texas Tax Code may sell the property at a private sale for an amount less than the minimum bid set by law with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment.

THEREFORE, BE IT HEREBY RESOLVED that Hays County, Texas, does hereby request, that upon receiving this consent and the consent of the San Marcos Consolidated Independent School District and the City of San Marcos, the Mayor of the City of San Marcos to conduct a private sale in the manner prescribed by the section 34.05 (i) of the Texas Tax Code and sell the following described property to Billingsley Co., Inc., a Texas Corporation for \$1,000 cash.

Property to be sold:

Tax Account R24712, Part of Lot 8, Block 12, D.S. Combs Addition to the City of San Marcos, Hays County, Texas being that same property conveyed to Della Jackson on June 12, 1948, by that certain deed of record in Volume 141, Page 467, Deed Records of Hays County, Texas

BE IT FURTHER RESOLVED that the Hays County Commissioner's Court, is authorized to execute any deed necessary to convey the property sold pursuant to this Resolution.

ADOPTED THIS THE 13th DAY OF MARCH, 2012

Bert Cobb
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action approve the security and access policy for the Hays County Government Center and fee amount for the issuance of cards to Hays County Bar Association members.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY/CUTLER

SPONSORED BY: COBB/INGALSBE

SUMMARY: Since the opening of the new Government Center, legal counsels and representatives from the Sheriff's Office have been developing the following policy. Introduction of this policy will enable card-carrying local bar members to bypass security for easier access to the Courts.

**HAYS COUNTY SHERIFF'S OFFICE
GOVERNMENT CENTER SECURITY
2012 Attorney Identification Card Application**

This application must be returned and signed in person. It may be returned to the Treasurer's Office located in room 1094 anytime between the hours of 08:00 A.M and 5:00 P.M. Monday through Friday.

Print Full Name: _____
(As it appears on your Bar Card)

Print Common Name: _____
(As you want it to appear on your Identification Card)

Office Address: _____

Texas Driver License Number: _____

Date of Birth: _____

Phone #: _____

Email Address: _____

Texas Bar Card #: _____ Date of Issue: _____

Are you current on Hays County Bar Association dues: ____ Yes ____ No

I have read and understand the procedures and guidelines provided with this application.
_____. (Please initial)

Brief narrative on the **purpose** and **frequency (number of times you enter per year)** of your visits to the Hays County Government Center:

I hereby affirm that all of the information provided on this application is true and correct to the best of my knowledge.

Signature of Applicant

****NOTE: Hays County will process this application and then arrange to have your photo taken in the Hays County Human Resources Department. You will not need to provide a photo.**

Hays County Government Center Attorney Identification Card Conditions and Procedures

Hays County Sheriff Gary Cutler extends the privilege of an attorney identification card (IC) to local attorneys acting as officers of the courts. These credentials are intended to be used for expedited entry when visiting the Hays County Government Center located on Stagecoach Drive in San Marcos, Texas. Privileges do not extend to restricted areas of this building.

This privilege is not and will not be extended to anyone but the individual IC holder. Clients, employees, friends or relatives are not privileged. IC holders should only utilize the IC when they are visiting the Hays County Government Center in a professional capacity. Using the IC to circumvent security screening when the IC holder is appearing in court as a party or a witness will be declared a misuse of the IC.

Attorneys residing in Hays or the immediate surrounding counties (Travis, Comal, Caldwell, Bastrop, Blanco and Guadalupe counties) who are interested in an IC may appear in person, complete a sworn application, and return it to the Treasurer's Office located in room 1094 at the Hays County Government Center. ICs may be granted, at the discretion of the Hays County Sheriff's Office, to applicants who are active members of the Hays County Bar Association (which will be the means of communicating to IC holders).

The Hays County Sheriff's Office will process all sworn applications and conduct background investigations.

The fee for these county services is **\$40.00** payable by check or money order. This fee is payable at the time of application and is non-refundable. The renewal fee for the IC is **\$15.00**. Fees will not be prorated. A lost or stolen IC shall be reported to Government Center Security personnel **(512-393-7681)** immediately upon discovery or as soon as practical. The IC may be replaced for a **\$15.00 fee**. Identification Cards issued during 2012 will expire December 31, 2014. Deputies Sheriff's will confiscate all expired identification cards worn after their expiration date.

Renewal ICs should be processed beginning two months prior to expiration of your IC. Renewal photos will be taken when the IC holder appears in person at the Hays County Human Resources Department. The Sheriff's Office may conduct an updated background check on applicants at the time of renewal. It is the responsibility of the IC holder to monitor the expiration date of their card and it is recommended that IC holders re-apply sixty days before their IC expires so as not to lose access during the renewal process. Renewals will extend to the

end of the 2nd calendar year after the renewal date (e.g. a renewal on March 1, 2014 will expire on December 31, 2015).

Your IC will be worn on the front of your body between your waist and neck and in such a manner that your IC picture is clearly visible at all times while you are entering the Government Center. When entering the Government Center, you will move slowly through the screening area allowing Sheriff's personnel to acknowledge your unfettered passage. Attorneys wishing to enter the Government Center without their IC must proceed through the screening process as other non-credentialed visitors.

IC holders who are also concealed handgun carriers should note that the Government Center provides lock boxes near security screening for storage of handguns. Handguns are not allowed beyond security screening in the Government Center.

There will be circumstances in Hays County and/or other places in the world, which will dictate a heightened level of security. When these situations occur, you will make entry as a visitor and be screened accordingly.

The IC is the sole property of the Hays County Sheriff's Office. Your IC must be surrendered immediately and without discussion to any Hays County Deputy Sheriff or other Peace Officer upon their request. This includes jurisdictions outside Hays County, Texas.

The IC is only authorized to be used at the Hays County Government Center. Misuse will result in revocation and confiscation of the IC. Violation of these conditions and procedures shall be considered misuse. **Likewise, insolent, disruptive, rude behavior and/or lending your card to another individual or not wearing your ID in accordance with these procedures will result in your privilege being terminated.**

Should your IC be confiscated your access privilege is suspended immediately. You may appeal this action in writing within ten (10) days of confiscation to the Sheriff. The Sheriff has ten (10) business days to make his decision in regards to your IC privilege. The Sheriff may overrule the Deputy, uphold the Deputy's decision or modify it, as he desires.

I have received a copy of the IC procedures. I understand that my attorney IC is a privilege and I furthermore attest that I will abide by these reasonable access conditions.

Attorney Applicant

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Interlocal Contract with South Central Planning and Development Commission for licensing of permitting software for use in the Development Services Department and amend budget accordingly.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: \$3,800

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-680-00.5429

REQUESTED BY: Clint Garza

SPONSORED BY: Hays County Judge Bert Cobb, M.D.

SUMMARY: The Development Services Department is beginning the process of updating the database management and permitting system used for all permitting and inspection tracking performed by the department.

The Interlocal Contract is with The South Central Planning and Development Commission (SCPDC), a regional planning commission and Political Subdivision of the State of Louisiana. Representatives from the Capital Area Council of Governments (CAPCOG) introduced staff to the "MyPermitNow" software created and provided by SCPDC.

Staff believes the new software and database management system will make the application process friendlier to the public by providing online application tracking, online application, and automated permit approval messaging. Internally, the system is much more functional than the current database management system as it will integrate subdivision and planning as well as the 911/GIS information into the permitting software.

Funds were budgeted in County Wide contingencies during the budget process for this project and will be moved to the IT Departments budget for proper general ledger tracking.

Budget Amendment:

Increase Software Maint: 001-680-00.5429 - \$3,800

Decrease Co Wide Cont: 001-645-00.5399 - (\$3,800)

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute an Interlocal Contract with South Central Planning and Development Commission for licensing of permitting software for use in the Development Services Department and amend budget accordingly.

PREFERRED MEETING DATE REQUESTED: March 13, 2012

COUNTY AUDITOR

AMOUNT: \$3,800

LINE ITEM NUMBER: 001-680-00.5429

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

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>Appropriation as Amended</u>
		<u>Increases</u> <u>Decreases</u>	
<u>Constable 2 (636):</u>			
001-636-00.5413 Veh Maint	4,000	1,135	5,135
001-636-00.5717_400 Law Enf Eqpt	3,800	(1,135)	2,665

Transfer eqpt savings to veh maint for engine replacement

Government Center Security (613):

001-613-00.5473 Eqpt Lease	0	1,040	1,040
001-613-00.5489 Telephone	0	2,700	2,700
001-613-00.5021 Staff	754,224	(2,400)	751,824
001-613-00.5474 Uniforms	2,100	<u>(1,340)</u>	760
		<u>3,740</u> <u>(3,740)</u>	

Transfer for copier lease and telephone use

Information Technology (680):

001-680-00.5429 Software Maint/Licensing	591,491	3,800	595,291
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Countywide Operating (645):

001-645-00.5399 Contingencies	432,284	(3,800)	428,484
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Transfer from Contingencies to Info. Tech for contract cost (SCPDC) for software use by Development Svcs.

INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

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

1.2. Hays County, Texas ("Licensee") is a Texas County Government.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "ACTIONABLE PROJECT" shall mean any project or case that is tracked by a unique project number that has had a work order assigned to it and/or has had photo or other misc documents uploaded and appended to it.

2.11 "NON-ACTIONABLE PROJECT" shall mean any project or case that is tracked by a unique project number that has not had a work order assigned to it and/or has not had photo or other misc document uploaded and appended to it. Furthermore, it should be in a state of soft deletion, void status, or closed status. Stored comments as to why no action is being taken and information entered into the fields available on the form are allowed and will not change its state to actionable. Reporting on non-actionable projects will also not change their status to actionable.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the

Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john.doe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software

or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Maintenance Fees according to Schedule C as attached hereto for each Site as specified in Schedule A. For so long as Licensee is current in the payment of all maintenance fees, with respect to each site, Licensee will be entitled to Maintenance and Support for each site as set forth in Schedule C attached hereto. Failure to pay maintenance fees with respect to any Site shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

8.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

8.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

8.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

8.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will

be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.9. INDEMNIFICATION

9.1 INFRINGEMENT INDEMNITY. SCPDC shall, at its expense, defend or settle any claim, action or allegation brought against Licensee that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable,

(c) terminate this Agreement and repay to Licensee a portion, if any, of the License Fee and maintenance fees equal to the amount paid by Licensee less one-twenty-fourth (1/24) thereof for each month or portion thereof that this Agreement has been in effect. SCPDC and Licensee will then be released from any further obligations of indemnification provided for above and such other obligations that survive termination.

9.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

9.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

9.4 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

10. CONFIDENTIALITY

10.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii)

already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

10.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

11. TERM AND TERMINATION

11.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period ending on the following 30th Day of September. The contract will automatically renew for 12-month periods beginning on 1st Day of October following the end of the previous term unless terminated in accordance with this Agreement.

11.2 TERMINATION. This Agreement may be terminated by:

- (a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.
- (b) By Licensee. If, during the annual budget process, Hays County Commissioners Court chooses not to renew contract for software provided under this agreement and upon thirty (30) day written notice to SCPDC, Licensee may terminate agreement effective the 1st of the following month. SCPDC shall not be entitled to a refund of any license or maintenance fees for the nonrenewed period.
- (b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

11.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this

Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

12. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

13. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
District Commission

To: Mark D. Kennedy
Hays County District Attorney
Civil Division

Address: 5058 West Main St.
Houma, LA 70360

Address: 712 S. Stagecoach Trail
San Marcos, TX 78666

14. MISCELLANEOUS

14.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

14.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

14.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a

party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

14.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

14.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

14.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

14.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

14.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

14.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

14.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

14.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

14.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the

subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

HAYS COUNTY, TEXAS

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION THROUGH ITS
AGENT, CAPCOG

By:

By:

Bert Cobb, M.D., Hays County Judge

Betty Voights, Executive Director

Date

Date

Attest:

Liz Gonzalez, Hays County Clerk

Date:

SCHEDULE A

INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Number 3.0 Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspections Anywhere System, Number 3.0, Standard Configuration.

B. CONFIGURATION

Authorized configuration to support delivery of "unlimited" clicks/day for the Licensee Web site.

C. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Rate Per Permit	Monthly	Annual	Overage Rate
0 - 100	\$6.75	\$56.25	\$675.00	\$7.75
101 - 500	\$6.25	\$260.42	\$3,125.00	\$7.25
501 - 1000	\$6.00	\$500.00	\$6,000.00	\$7.00
1001 - 2000	\$5.75	\$958.33	\$11,500.00	\$6.75
2001 - 4000	\$5.50	\$1,833.33	\$22,000.00	\$6.50
4001 - 6000	\$5.00	\$2,500.00	\$30,000.00	\$6.00
6001 - 8000	\$4.75	\$3,166.67	\$38,000.00	\$5.75
8001 - 10000	\$4.50	\$3,750.00	\$45,000.00	\$5.50
10001 - 12000	\$4.25	\$4,250.00	\$51,000.00	\$5.25
12001 - 14000	\$4.00	\$4,666.67	\$56,000.00	\$5.00
14001 - 16000	\$3.75	\$5,000.00	\$60,000.00	\$4.75
16001 - 18000	\$3.50	\$5,250.00	\$63,000.00	\$4.50
18001 - 30000	\$2.17	\$5,416.67	\$65,000.00	No Overage

ANNUAL PERMIT VOLUME FROM 18001 TO 30,000 PERMITS IS A FLAT RATE OF \$5,416.67 A MONTH.

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 501 – 1000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$_____ monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually.

Elected Add on Modules:

MyProjectNow's Citizen Solution Center / Compliant Resolution Manager – Fixed monthly fee based off of the previous year's per type volume on actionable projects of \$0.70 per type or ½ of the subscribed permit package, whichever is LESS. No charge for "non-actionable projects".

MyAddressNow - \$230 Monthly

SCPDC will invoice Licensee at the close of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCPDC will invoice Licensee at the close of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

COOPERATIVE ENDEAVOR USE AGREEMENT

South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@scpdc.org

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date remain in force for a period ending on the next 30th Day of September and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers

by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized

representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data - SCPDC agrees to provide all hosted client data to the client electronically at any time in either the existing database format or CSV format by request. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter

referred to as “_____”. The _____ agreement does provide additional services to the licensee which may include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

HAYS COUNTY, TEXAS

By: XXXXXXXXX, TITLE

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to approve the appointment of Rosalba Merchant to the Board of Directors of Community Action Inc. of Central Texas.

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

Ms. Merchant will replace James Akers as the Hays County Commissioners Court appointment to the Board of Directors for Community Action Inc. of Central Texas. Resume to be provided in Court.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

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

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

PREFERRED MEETING DATE REQUESTED: 3/13/12

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Cobb

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, lease, exchange, or value of real property related to the Dahlstrom Ranch project in Precinct 2.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: March 13, 2012

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: JONES

SUMMARY: Summary to be provided in Executive Session.

