

**Commissioners Court -April 24, 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 **24<sup>th</sup> day of April, 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 the week of April 22 <sup>nd</sup> to the 28 <sup>th</sup> , 2012 National Crimes Victims' Right Week. <b>JONES</b>
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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. <b>HERZOG</b>
3	6-12	Approve Commissioners Court Minutes of April 17, 2012. <b>COBB/GONZALEZ</b>
4	13-15	Authorize the IT Department to purchase a scanner for Constable Precinct 3 with savings from laptop and amend the budget accordingly. <b>CONLEY/AYRES</b>
5	16-18	Authorize the Hays County Jail to order a replacement buffer and amend the budget accordingly. <b>COBB/CUTLER</b>
6	19	Authorize the County Judge to submit a grant application to the FEMA assistance to Firefighters Grant Program for the Hays County Fire Marshal's Office in the amount of \$12,346.00. <b>COBB/HAUFF/CHAMBERS</b>
7	20-22	Approve moving \$1,648.00 from County Wide to the Sheriff's Office Animal Control Division budget for expenses related to the new animal control ordinance and amend the budgets accordingly. <b>COBB/CUTLER</b>
8	23	Approve specifications and authorize Purchasing to advertise a Request for Proposals for lease and equipping of Hays County Government Center Fitness Room. <b>COBB/KENNEDY</b>
9	24	Authorize legal counsel to publish notice of Hays County's intention to sell real properties owned by the County. <b>COBB/KENNEDY</b>

**ACTION ITEMS**

**MISCELLANEOUS**

10	25-35	Discussion and possible action to purchase a Queuing System for the Government Center Tax Office. <b>INGALSBE/CARAWAY</b>
11	36-44	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Halff Associates, Inc. for survey tasks associated with the Phase 1b Flood Protection Planning study. <b>WHISENANT/HAUFF</b>
12	45-46	Discussion and possible action to authorize the monetary supplement of the Misdemeanor Chief position out of the Hays County Criminal District Attorney's Asset Forfeiture discretionary account and amend the budget accordingly as per Code of Criminal Procedure, Chapter 59.06 (d-1)(7). <b>COBB/TIBBE</b>

### EXECUTIVE SESSIONS

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

13	47	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the marketing and potential sale of County owned properties. Possible action may follow in open court. <b>COBB</b>
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### STANDING AGENDA ITEMS

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

14	Discussion and possible action related to the burn ban and/or disaster declaration. <b>COBB/CHAMBERS</b>
15	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. <b>INGALSBE</b>
16	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. <b>COBB</b>
17	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. <b>WHISENANT</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20<sup>th</sup> day of April, 2012

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**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 the week of April 22nd to the 28<sup>th</sup>, 2012 National Crimes Victims' Right Week.**

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones/Allison Jordan

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

**SUMMARY:**

Proclamation to be presented in Commissioners' Court on April 24<sup>th</sup>. (see attachment)



**PROCLAMATION  
NATIONAL CRIME VICTIMS' RIGHTS WEEK, APRIL 22-28, 2012**

**Whereas**, 21 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers;

**Whereas**, the physical, emotional, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial, and social backgrounds;

**Whereas**, in addition to these challenges, crime victims face a criminal justice system that, at times, ignores their rights and treats them with disrespect;

**Whereas**, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

**Whereas**, the nation heeded this call to action and promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support;

**Whereas**, today, thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes;

**Whereas**, now is the time to "Extend the Vision" through a comprehensive strategy for reaching and serving every victim of crime, especially traditionally underserved victims such as those with disabilities and victims from diverse cultures;

**Whereas**, the United States Department of Justice has launched the Vision 21 initiative to renew our nation's commitment to serving all victims of crime in the 21<sup>st</sup> Century;

**Whereas**, National Crime Victims' Rights Week, April 22-28, 2012, provides an opportunity to extend that vision to every victim of crime in the United States—to help ensure their access to the help they deserve and the rights they are promised;

**Whereas**, the Hays County District Attorney's Office Victim Services Division, the San Marcos Police Department Victim Services Division, and the Hays County Sheriff's Office Victim Services Division are joining forces with victim service programs, criminal justice officials, and concerned citizens throughout Hays County and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week;

**NOW, THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Hays County of the State of Texas, do hereby proclaim the week of April 22-28, 2012, as **NATIONAL CRIME VICTIMS' RIGHTS WEEK**;

**And reaffirm Hays County's commitment** to respect and enforce victims' rights and address their needs during *National Crime Victims' Rights Week* and throughout the year; and Express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

**ADOPTED THIS THE 24<sup>TH</sup> DAY OF APRIL, 2012.**

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

\_\_\_\_\_  
Debbie Ingalsbe, Commissioner Precinct 1

\_\_\_\_\_  
Mark Jones, Commissioner Precinct 2

\_\_\_\_\_  
Will Conley, Commissioner Precinct 3

\_\_\_\_\_  
Ray Whisenant, Commissioner Precinct 4

Attest:

\_\_\_\_\_  
Liz Q. Gonzales, 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

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

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

**PREFERRED MEETING DATE REQUESTED: 4/24/12**

**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

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

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

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

**AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF APRIL 17, 2012.**

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

**PREFERRED MEETING DATE REQUESTED: APRIL 24, 2012**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**



APRIL 17, 2012

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VOLUME U PG 819

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17<sup>TH</sup> DAY OF APRIL 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  
DEBBIE GONZALES INGALSBE  
MARK JONES  
WILL CONLEY  
RAY O. WHISENANT JR  
ROSE ROBINSON

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Whisenant Precinct 4 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

#### PRESENTATION TO RECOGNIZE HAYS COUNTY EXTENSION VOLUNTEERS

Hays County Extension agents Richard Parrish and Laura Petty would like to recognize the volunteers that serve Hays County through various Extension Programs. Richard Parrish spoke of this being Hays County Volunteer Week.

#### 28027 ADOPT A PROCLAMATION DECLARING APRIL 21 - 28, 2012 AS NATIONAL INFANT IMMUNIZATION WEEK

Merrilee Storm, RN and Cherri Schmidt, Health Educator spoke of the importance of National Infant Immunization week. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adopt a Proclamation Declaring April 21-28, 2012 as National Infant Immunization Week. All voting "Aye". MOTION PASSED

#### PRESENTATION TO UPDATE THE COMMISSIONERS COURT ON THE PLUM CREEK WATERSHED PROTECTION PLAN

Nikki Dictson from the Texas AgriLife Extension Service gave a presentation and an update of the Plum Creek Watershed Protection Plan. Plum Creek History - Partnership started with public meetings in April 2006, Partnership met monthly to develop the Watershed Protection Plan for 2 years, WPP was completed in February 2008, and Implementation has been ongoing since completion. Plum Creek Watershed Protection Plan-Watershed Protection Plans are Voluntary and have no regulatory authority, a local Steering Committee representing all types of stakeholders throughout the watershed has directed the process, the goals of the plan are to reduce pollution and improve water quality, Plan includes strategies for each of the potential sources in the watershed, Maintain Long-term sustainability. New Watershed Coordinator - Watershed Coordinator Project started November 2011, the request for Qualifications was sent out starting December 5, 2011, qualifications were due by December 20, 201 to GBRA, Received 12 outstanding responses to the RFQ that were sent to Selection Committee. Selection Process - Selection Committee reviewed and ranked the responses and sent results to Debbie by January 5, 2011, Committee met on January 10<sup>th</sup> and selected the top 4 candidates to interview on January 27, 2012, Developed the interview questions and ranking sheet, decided to ask the candidate to develop a 5-10 minute presentation on why they are most qualified for the position. Watershed Coordinator Position - at the end of the interviews the Selection Committee met and decided on the top candidate, after checking references the position was offered to the top candidate on Jan 31, 2012, Nick Dornak from Wyoming accepted the position and started March 1, 2012.

#### PRESENTATION TO UPDATE THE COMMISSIONERS COURT ON THE HILLSIDE TERRACE PROJECT

Nikki Dictson from the Texas AgriLife Extension Service gave a presentation and an update of Hillside Terrace Project. The Hillside Terrace Wastewater project is located in Hays County and the ETJ of Buda, but is outside of the current service area. The project is for the entire Subdivision of Hillside Terrace located off of Hillside Terrace Rd south of Buda and along I-35. The project is within Goforth Special Utility District Water CCN but is not within any Wastewater CCN jurisdiction. There are approximately 360 occupied residences within Hillside Terrace, that has 399 platted lots but the remaining lots are located within floodplain and/or have no structures. This subdivision has had many onsite wastewater (septic) violations from the Hays County Development Services Department.

**28028 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve payments of County Invoices in the amount of \$1,080,258.17 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

**28029 APPROVE COMMISSIONERS COURT MINUTES OF APRIL 10, 2012**

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve Commissioners Court Minutes of April 10, 2012 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**28030 AMEND THE SHERIFF'S OFFICE BUDGET TO ORDER A REPLACEMENT PROJECTOR**

The Sheriff's Office needs to replace a projector utilized by the Training Division. Rather than replacing with another projector the Sheriff's Office would like to replace it with a T.V. and the proper cabling in order to use it just as the projector was being used. The funds have been identified in the Sheriff's Operating budget. Amount required \$605.00/001-618-00.5333 Academy Training - Decrease \$605; 001-618-00.5719\_400 Misc. Equipment- Increase \$605. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to amend the Sheriff's Office budget to order a replacement projector. All voting "Aye". MOTION PASSED

**28031 AUTHORIZE THE SHERIFF'S OFFICE TO USE FUNDS RECEIVED FROM THE UNCLAIMED EVIDENCE AUCTION TO PURCHASE SUPPLIES AND AMEND THE BUDGET ACCORDINGLY**

The Sheriff's Office received funds from Propertyroom.com for auctioned items of unclaimed evidence. The funds will be used to purchase supplies for the evidence room. Amount required \$111.66/ Increase Revenue 001-618-00.4635(Auction Sales) (\$111.66); Budget Expense 001-618-00.5362 (Criminal Investigation) \$111.66. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the Sheriff's Office to use funds received from the unclaimed evidence auction to purchase supplies and amend the budget accordingly. All voting "Aye". MOTION PASSED

**28032 AUTHORIZE THE COUNTY AUDITOR TO MOVE FUNDS FROM THE GOVERNMENT CENTER SECURITY SALARY/FRINGE TO BUILDING MAINTENANCE FOR GOVERNMENT CENTER JANITORIAL SERVICES AND AMEND THE BUDGETS ACCORDINGLY**

On March 20, 2012 the Commissioners Court authorized removing three correction officer positions from the Government Center Security Department effective April 1, 2012. The County Auditor would like to move the salary and fringe benefits savings to the Building Maintenance budget to help offset costs for janitorial services at the Government Center Building. Amount required \$56,685.00/001-695-00.5448\_008. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Auditor to move funds from the Government Center Security salary/fringe to Building Maintenance for Government Center janitorial services and amend the budgets accordingly. All voting "Aye". MOTION PASSED

**28033 AUTHORIZE THE COUNTY AUDITOR TO MOVE FUNDS FROM COUNTY WIDE TO THE TREASURER'S OPERATING BUDGET FOR EXPENSES RELATED TO THE MAIL ROOM CLERK POSITION AND AMEND THE BUDGETS ACCORDINGLY**

During the FY 2012 budget process, a total of \$25,000 was budgeted in County Wide contingencies to hire a part-time mail room clerk position. This position has been filled effective April 4, 2012 and expenses for salary and other operating expenses need to be moved from County Wide to the supervising office, Treasurer's Office. Amount required \$ 8,929/ Decrease Co-Wide Contingencies 001-645-00.5399 (\$8,929), Increase Treasurer Staff Salary: 001-620-00.5021 \$5,650; Increase Treasurer FICA: 001-620-00.5101\_100 \$351; Increase Treasurer MED: 001-620-00.5101\_200 \$82; Increase Treasurer RET: 001-620-00.5101\_300 \$616; Increase Treasurer Office Supp: 1-620-00.5211 \$1,000; Increase Treasurer Contract SVCS: 1-620-00.5448 \$1,000; Increase Treasurer Telephone:-620-00.5489 \$180 Increase Treasurer Travel: 1-620-00.5501 \$50. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Auditor to move funds from County Wide to the Treasurer's Operating budget for expenses related to the Mail Room Clerk position and amend the budgets accordingly. All voting "Aye". MOTION PASSED





APRIL 17, 2012

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**28034      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT NO. 2 TO THE  
FLOOD PROTECTION PLANNING GRANT CONTRACT BETWEEN THE TEXAS  
WATER DEVELOPMENT BOARD AND HAYS COUNTY**

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute Amendment No. 2 to the Flood Protection Planning Grant Contract between The Texas Water Development Board and Hays County. All voting "Aye". MOTION PASSED

**28035      HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON PURSLEY  
RD**

Judge Cobb opened public hearing. Ellen Roth made a public comment. Judge Cobb closed public hearing. Jerry Borcharding Transportation Director spoke and gave staff recommendation. This is to establish a stop sign on Pursley Road at Creek Rd, and a speed limit of 35 MPH. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to establish traffic regulations on Pursley Rd. All voting "Aye". MOTION PASSED

**28036      REPLAT OF LOT 16, GREEN ACRES [12-3-5--2 LOTS] APPROVE PRELIMINARY PLAN  
AND CALL FOR PUBLIC HEARING MAY 15, 2012**

Roxie McInnis Subdivision Coordinator spoke and gave staff recommendation. The Green Acres Subdivision is a recorded subdivision located off of F.M 2325 in Precinct 3. Green Acres was originally divided in 1968 as a 25 lot subdivision. Today there are 55 taxable parcels on the CAD records. Lot 16 (5.373 acres) will be divided into two lots- Lot 16A being 3.373 acres, and Lot 16B the remaining 2.00 acres. Both lots will utilize Wimberley Water Supply and individual on-site sewage facilities at the time of development. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve preliminary plan for Green Acres 2 Lots and call for public hearing May 15, 2012. All voting "Aye". MOTION PASSED

**PURCHASE A QUEUING SYSTEM FOR THE GOVERNMENT CENTER TAX OFFICE**

Luanne Caraway Tax Assessor Collector spoke. During planning of the Government Center Tax Office included the need for a Queuing System. This was discussed numerous and the understanding was that this was included in the plans and should have installed prior to opening the office. The Tax Office had been told that the Sterring Committee has discussed this item and believed it is an appropriate expenditure of the building funds but felt it needed to be presented to Commissioners Court for approval. This System would allow us to process customers in a much more efficient manner. There would also be a recurring annual maintenance fee of \$1,750.00 which will be added to the Tax Office or IT budget annually, whichever is appropriate. Amount required \$17,656.00. A motion was made by Commissioner Ingalsbe to purchase a Queuing System for the Government Center Tax Office. "MOTION DIED" for lack of seconded.

**28037      APPROVE THE PURCHASE OF TWO SCANNERS FOR THE TAX OFFICE  
SUBSTATIONS AND AMEND THE BUDGET ACCORDINGLY**

Prior to moving to the Government Center our substation were faxing their daily reports to the San Marcos Office, but there were many problems with that process, Since moving, the Tax Office have been borrowing scanners from the JP Offices. The Tax Office needs to purchase two scanners for the Dripping Springs and Buda Offices. The Kyle office will temporarily continue to use the JP's scanner until the new building is completed, at which time the scanner from Buda will be moved to the joint Buda/Kyle office. There will be a recurring maintenance cost of \$334.00 per year for the two scanners (\$167.00 each) which will be added to the Tax Office or IT budget annually, whichever is appropriate. Amount required \$1,660.00 Salary Savings. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve the purchase of two scanners for the Tax Office substations and amend the budget accordingly. All voting "Aye". MOTION PASSED



- 28038 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC. (FORMERLY CARTER AND BURGESS INC.) AND SUPPLEMENTAL AGREEMENT #2 TO WORK AUTHORIZATION #5 WITH JACOBS ENGINEERING GROUP, INC. FOR ENGINEERING SERVICES RELATED TO THE NORTHERN SEGMENT OF FM 1626**

Jeff Watson of HNTB spoke. Jacobs is the Design Engineer for the Northern segment of FM 1626; Supplemental Agreement #2 to the PSA and Supplemental Agreement #2 to Work Authorization #5 will allow for the completion of: (1) On-going project design management and coordination. (2) Future Construction Engineering Services including but not limited to: project Requests for Information (RFI's) and any design modifications requested by Hays County and/or TxDot. (3) Continued support of survey, ROW acquisition, and utility relocation operations. (4) Costs incurred preparing for the additional 90% Plan review requested by the TxDot Austin District. (5) The maximum amount payable for services under Work Authorization No.5 is requested to be increased from \$901,244.00 to \$1,045,134.00 (6) The Compensation Cap for the Professional Services Agreement is required to be increased from \$3,050,000.00 to \$3,350,000.00. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute a Contract for Engineering Services Supplemental Agreement #2 to the Professional Services Agreement with Jacobs Engineering Group, Inc. (formerly Carter and Burgess Inc.) and Supplemental Agreement #2 to Work Authorization #5 with Jacobs Engineering Group, Inc. for engineering services related to the northern segment of FM 1626. All voting "Aye". MOTION PASSED

- 28039 ADOPT A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO NEGOTIATE AND SIGN AN ADVANCED FUNDING AGREEMENT WITH TXDOT FOR PROVIDING DESIGN SERVICES FOR TXDOT APPROVED PROPOSITION 12 FUNDED PROJECTS ON IH 35 AND FM 2439, AND TO DIRECT STAFF TO PROCEED WITH PROCUREMENT OF PROFESSIONAL CONSULTANT SERVICES DESCRIBED IN THE ADVANCED FUNDING AGREEMENT**

On March 27, 2012 the Commissioners Court approved an interlocal agreement with TxDot for three Proposition 12 projects in Hays County. However, TxDot has now requested that the County execute the Advanced Funding Agreement for these projects. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to adopt a resolution authorizing the County Judge to negotiate and sign an Advanced Funding Agreement with TxDOT for providing design services for TxDOT approved Proposition 12 funded projects on IH 35 and FM 2439, and to direct staff to proceed with procurement of professional consultant services described in the Advanced Funding Agreement. All voting "Aye". MOTION PASSED

- 28040 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONSENT TO ASSIGNMENT BY THE LOWER COLORADO RIVER AUTHORITY ("LCRA") TO THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (THE "PUA") OF A CERTAIN AGREEMENT RELATED TO THE PROVISION OF WATER AND WASTEWATER SERVICE**

Lauren J. Kalisek with Lloyd Gosselink, Jerry V. Kyle Jr. with Andrews Kurth LLP, Special Counsel Mark Kennedy and Commissioner Whisenant spoke. As expected, Hays County, the City of Bee Cave, and Travis County Mud No. 5, all participants via the PUA in the acquisition of some of LCRA's water and wastewater systems, must consent to the assignment of the certain agreement(s) to the PUA by LCRA. This is all part of the checks and balances related to the operation of a Regional PUA. (already budgeted). A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Consent to Assignment by the Lower Colorado River Authority ("LCRA") to the West Travis County Public Utility Agency (the "PUA") of a Certain Agreement Related to the Provision of Water and Wastewater Service. All voting "Aye". MOTION PASSED

- 28041 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PARTICIPANT AGREEMENT BETWEEN HAYS COUNTY, THE CITY OF BEE CAVE, AND TRAVIS COUNTY MUD NO. 5 RELATED TO THOSE ENTITIES' INTERACTION AND PARTICIPATION IN THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

Lauren J. Kalisek with Lloyd Gosselink, Jerry V. Kyle Jr. with Andrews Kurth LLP, Special Counsel Mark Kennedy and Commissioner Whisenant spoke. This Participant Agreement further defines the rights and obligations of the 3 entities that form the PUA. At the time it considered by the Commissioner Court, it should have been considered and voted upon by the other participating entities. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Participant Agreement between Hays County, the City of Bee Cave, and Travis County Mud No. 5 related to those entities' interaction and participation in the West Travis County Public Utility Agency with revisions noted on the recorded. All voting "Aye". MOTION PASSED



- 28042      AUTHORIZE THE COUNTY JUDGE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE A WASTEWATER LINE EASEMENT FROM HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND/OR CENTURY ACRES PROPERTY OWNERS ASSOCIATION, RELATED TO THE INSTALLATION OF A WASTEWATER LINE THAT WILL SERVE THE NEW PRECINCT 2 OFFICES ON FM 2770**

Special Counsel Mark Kennedy is currently negotiating easements necessary for the permanent installation of the wastewater line depicted. As needed, the County Judge may be required to execute documents that establish the Parties' rights related to those easements. Advanced approval for the County Judge's execution of these documents is desired in order to streamline the process. **A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize the County Judge to execute any and all documents necessary to acquire a wastewater line easement from Hays Consolidated Independent School District and/or Century Acres Property Owners Association, related to the installation of a wastewater line that will serve the new Precinct 2 offices on FM 2770. All voting "Aye". MOTION PASSED**

**10:00 AM DISCUSSION AND UPDATE ON THE COUNTY'S BOND PROGRAM INCLUDING AN OVERVIEW OF RESULTS FROM THE RECENT DEBT REFUNDING**

Dan Wegmiller with Special Public Finance and Julie Houston of Winstead PC Bond Counsel presented an update to the Court on the bond program including the results of the recent debt refunding.

**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 11:15 a.m. and reconvened into opened court meeting at 11:50 a.m. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy. - No Action Taken

- 28043      EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, SALE, EXCHANGE, OR VALUE OF THE NICHOLSON RANCH PROPERTY (APP. 1005 ACRES) OWNED BY HAYS COUNTY**

Court convened into closed Executive Session at 11:50 a.m. and reconvened into opened court meeting at 12:05 p.m. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy. **A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize counsel to negotiate and authorize the County Judge to execute a Farm and Ranch Contract with Longhorn River Ranch, Ltd., as presented in Executive Session pursuant to the competitive sealed bidding process that concluded last week for Hays County's sale of approximately 1005 acres in Western Hays County, known as Nicholson Ranch. All voting "Aye". MOTION PASSED**

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

Burn ban will remain lifted.

**County Clerks Note Agenda Item # 25: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER: THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT- was pulled**

**County Clerks Note Agenda Item # 26: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR- was pulled**



**County Clerks Note Agenda Item #27: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE-was pulled.**

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

I, LIZ 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 April 17, 2012.



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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Authorize the IT Department to purchase a scanner for Constable Precinct 3 with savings from laptop and amend the budget accordingly.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b><u>X</u> ACTION</b>	<b>↑</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>↑ PROCLAMATION</b>		<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** \$1,512.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-680-00.5712\_400

**REQUESTED BY:** Constable Darrell Ayres

**SPONSORED BY:** CONLEY

#### **SUMMARY:**

During the budget process, the Constable Precinct 3 Office was approved to purchase a replacement Itronix Laptop for \$6,000.00. Constable Ayres was able to purchase a tablet at a much lower cost, therefore saving the County \$5,405.27. He would like to use part of this savings to purchase a scanner in order to help streamline the paperless process in his office.

#### Budget Amendment:

Decrease Computer Eqpt Capital – 001-680-00.5712\_700 (1,512)

Increase Computer Eqpt Operating – 001-680-00.5712\_400 1,512

**DESCRIPTION OF Item:** Authorize the IT Department to purchase a scanner for Constable Precinct 3 with savings from laptop and amend the budget accordingly.

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$1,512.00

**LINE ITEM NUMBER:** 001-680-00.5712\_400

**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 Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<b><u>Jail (618-03):</u></b>					
001-618-03.5719_400	Misc Eqpt-operating	2,450	645		3,095
001-618-03.5451	Bldg Maint	41,500		(645)	40,855

Transfer for replacement floor buffer machine

<b><u>Animal Control (618-04):</u></b>					
001-618-04.5391	Misc	1,332	1,648		2,980
<b><u>Countywide Operating (645):</u></b>					
001-645-00.5399	Contingencies	412,855		(1,648)	411,207

transfer for dog registration supplies (dangerous dogs) per ordinance from Contingencies

<b><u>Information Technology (680):</u></b>					
001-680-00.5712_400	Computer Eqpt-operating	77,450	1,512		78,962
001-680-00.5712_700	Computer Eqpt-capital	146,845		(1,512)	145,333

Transfer for Constable 3 scanner purchase as cost less than threshold amount (\$5,000)

FUND NO. 081  
FUND TITLE: D.A. DRUG FORFEITURE FUND

<b><u>D.A. Drug Forfeiture (607):</u></b>					
081-607-00.5021	Staff	20,901	1,500		22,401
081-607-00.5101_100	Fica	1,296	93		1,389
081-607-00.5101_200	Medicare	303	22		325
081-607-00.5101_300	Retirement	0	165		165
081-607-00.5448	Contract Svc.	42,889		(1,780)	41,109

Transfer for supplement for current position 5/1-9/30/12

## *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 Hays County Jail to order a replacement buffer and amend the budget accordingly.

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

**PREFERRED MEETING DATE REQUESTED:** 4/24/12

**AMOUNT REQUIRED:** \$645.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-618-03.5719\_400

**REQUESTED BY:** Sheriff Gary Cutler

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

**SUMMARY:** The building maintenance department is in need of a replacement buffer for the Jail. It is more cost effective to replace rather than rent and repair. Funds have been identified in the Jail Operations budget.

Budget Amendment

001-618-03.5451      Building Mtc. & Repair (\$645.00)

001-618.03.5719\_400      Misc. Equipment      \$645.00



**DESCRIPTION OF Item:** Authorize the Hays County Jail to order a replacement buffer and amend the budget accordingly.

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$645

**LINE ITEM NUMBER:** 001-618-03.5719\_400

**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>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
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Transfer for supplement for current position 5/1-9/30/12

## *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 submit a grant application to the FEMA assistance to Firefighters Grant Program for the Hays County Fire Marshal's Office in the amount of \$12,346.00.

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

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Hauff/Chambers

**SPONSORED BY:** Cobb

**SUMMARY:** The grant application is for equipment (FLIR thermal imaging camera and the Night Vision Monocular) for the Hays County Fire Marshal's Office. This equipment will enhance the ability to conduct investigations during the night and/or under limited lighting conditions. The Fire Marshal is mandated by law to investigate all fires and explosions in unincorporated Hays County. Both the FLIR thermal imaging camera and the Night Vision Monocular will allow the officer to view scenes in total darkness. The FLIR can be used to find crime scene evidence, locate victims trapped in various situations, and can be used during flood events to survey the scene during the night. No matching funds are required. The grant will be submitted electronically and is due April 27, 2012.

# Hays County Commissioners' Court

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

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

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

                    ↑    **WORKSHOP**         **PROCLAMATION**         ↑    **PRESENTATION**

## SUMMARY:

Decrease Co-Wide Contingencies: 001-645-00.5399	(1,648)
Increase Animal Control Misc: 001-618-04.5391	1,648



**DESCRIPTION OF Item:** Move funds from County Wide to the SO Animal Control Division budget for expenses related to the new animal control ordinance and amend the budgets accordingly.

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$1,648

**LINE ITEM NUMBER:** 001-618-04.5391

**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>
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## *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

**AGENDA ITEM:** Approve specifications and authorize Purchasing to advertise a Request for Proposals for lease and equipping of Hays County Government Center Fitness Room.

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

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** KENNEDY

**SPONSORED BY:** COBB

**SUMMARY:** RFP to be provided in Court.

## *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

**AGENDA ITEM: Authorize legal counsel to publish notice of Hays County's intention to sell real properties owned by the County.**

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

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

**PREFERRED MEETING DATE REQUESTED: April 24, 2012**

**AMOUNT REQUIRED: TBD**

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

**REQUESTED BY: KENNEDY**

**SPONSORED BY: COBB**

**SUMMARY:** While the County's sale of its various real properties is being performed by a brokerage team under Chapter 263 of the Texas Local Government Code ("TLGC"), legal counsel believes that the County should still observe the publication of notice requirements under TLGC Section 272.001(a). Cost for publication should be determined by the time this item is heard on Tuesday, April 24, 2012.



## *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: Discussion and Possible action to purchase a Queuing System for the Government Center Tax Office.**

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

**PREFERRED MEETING DATE REQUESTED: April 24, 2012**

**AMOUNT REQUIRED: \$17,656.00 plus other equip. costs.**

**LINE ITEM NUMBER OF FUNDS REQUIRED: TBD (Government Center Budget)**

**REQUESTED BY: Luanne Caraway**

**SPONSORED BY: Ingalsbe**

**SUMMARY: During planning of the Government Center Tax Office we included the need for a queuing System. This was discussed numerous times and our understanding was that this was included in the plans and should have been installed prior to opening the office.**

**I have been told that the Steering Committee has discussed this item and believes it is an appropriate expenditure of the building funds but felt it needed to be presented to the Commissioners Court for approval.**

**This System would allow us to process customers in a much more efficient manner. There would also be a recurring annual maintenance fee of \$1,750.00 which will be added to the Tax Office or IT budget annually, whichever is appropriate.**

**Other equipment costs consist of a flat screen, PC, and electrical work.**

**DESCRIPTION OF Item: Discussion and Possible action to purchase a Queuing System for the Government Center Tax Office.**

**PREFERRED MEETING DATE REQUESTED: April 24, 2012**

**COUNTY AUDITOR**

**AMOUNT: \$17,656.00 plus other equip. costs.**

**LINE ITEM NUMBER: TBD (Government Center Budget)**

**COUNTY PURCHASING GUIDELINES FOLLOWED: Unknown**

**PAYMENT TERMS ACCEPTABLE:**

**COMMENTS: Need quotes from more than one vendor.**

**Bill Herzog**

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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

**QUOTATION FROM NEMO-Q**

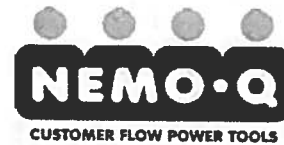
4/12/2012

By: David Myers Phone: 972-347-1766

Customer: Hays County Tax Office

Address:

Phone:



<u>QTY.</u>	<u>PART NO</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>HARDWARE</b>				
1	11090	Non-Proprietary Thermal Printer	\$998	\$998
1	11077	All in One Touch Screen Monitor/PC	\$2,450	\$2,450
1	12806	Amplifier for voice incl. one Speaker	\$1,079	\$1,079
1	12800	NQ Video Transmitter	\$1,450	\$1,450
1	12803	NQ Video Receiver	\$752	\$752
1	91000	Installation Hardware	\$99	\$99
<b>SOFTWARE</b>				
1	13105	Queuing Engine Software, incl statistics	\$3,349	\$3,349
1	12500	Automatic Voice License, English included	\$859	\$859
1	12703	NQ Multi-Media License	\$2,550	\$2,550
11	13508	NQ Software Panel for NEXT and other features	\$425	\$4,675
<b>EQUIPMENT TOTAL:</b>				<b>\$18,261</b>
<b>LESS DISCOUNT:</b> 15%				<b>-\$2,739</b>
<b>NET PRICE EQUIPMENT:</b>				<b>\$15,522</b>
<b>SERVICES</b>				
1	99000	Installation Labor, Travel & Training	\$1,900	\$1,900
1	74031	Box of 12 Rolls		\$45
		Shipping Charge		\$189
<b><u>GRAND TOTAL</u></b>				<b><u>\$17,656</u></b>

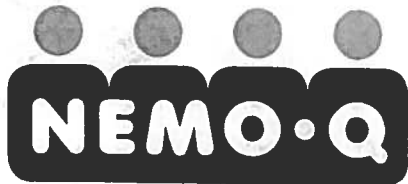
Annual maintenance agreement. Activates after the 1-year  
Warranty period. Covers parts and labor.

\$1,750

Additional fees apply if permits or third party labor is mandated  
Customer is responsible for any taxes or local user fees  
Quote is valid for 90 days

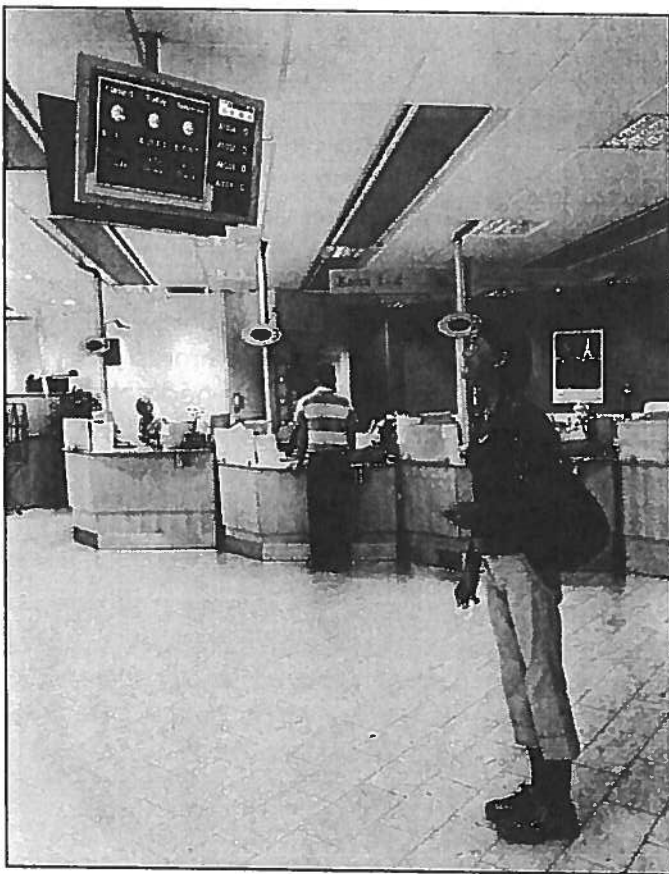
NEMO-Q, L.P.  
10055 Aeronca Ln, Ste 200  
McKinney, TX 75071  
Phone: 972-347-1766

Fed ID: 14-1906060  
DUNS: 19-274-2901



## What can we do for your Company?

NEMO-Q has more than 30 years of experience and 45,000 installations worldwide. We are pioneers in the field of Queuing Management and Customer Flow Technology and we can make a real difference in the way your customers wait by offering the widest variety of software and hardware combinations.



## Got lines? Get Nemo!

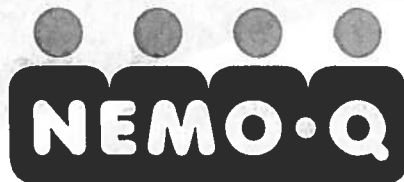
- Web-based queuing solutions
- SMS "Text" Technology
- Integration with iPad/iPod and other smart tablets
- Online appointment scheduling
- Real-time statistics and tools
- Interactive touch-screen kiosks

## Managing your Customer's Experience

Upon arrival, your customers will receive a numbered ticket with the date, time, and estimated wait time and any message your organization would like to print on the tickets. Each category of service will have its own series of numbers and will have a category letter associated with it as well. Your customer will be directed to the lobby where they can wait comfortably for their number to be called. Customer numbers will appear on LCD flat-screen monitor, or LED displays. LCD monitors can also be used to display educational DVDs, power point presentations, live news feeds, etc. In addition to displays, customer numbers will be automatically called over an installed amplifier system as well. Each workstation can be equipped with a workstation display if necessary. This display will flash the customer's number when it is called to the workstation.

Call us toll free • 866-725-3277 • [www.nemo-q.com](http://www.nemo-q.com)

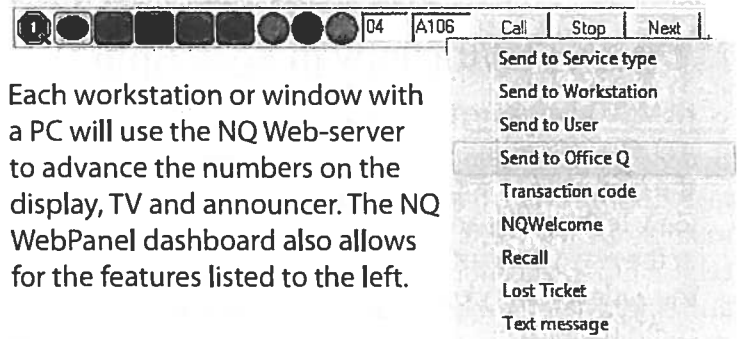




## Nemo-Q Webpanel Features:

- Allows managers to track individual employee performance
- Allows employee to call the next number in line
- Displays the number of waiting customers and their wait time in each category
- Allows employees to seamlessly transfer customer to other service categories, workstations or employees without having to issue the customer an additional ticket
- Allows employee to "code" a transaction for statistical purposes
- Employees can re-insert a number that was missed, and can alert a supervisor if they need assistance
- Managers will know if an employee is not logged on but should be-- a message can be sent to the supervisor

## Nemo-Q WebPanel Dashboard



Each workstation or window with a PC will use the NQ Web-server to advance the numbers on the display, TV and announcer. The NQ WebPanel dashboard also allows for the features listed to the left.



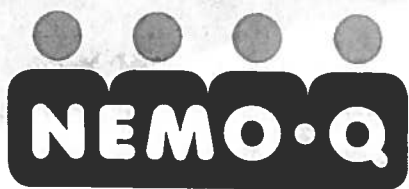
## Enter the queue with SMS technology

Your customer now has the ability to receive a customer ticket via SMS or text messaging. In addition, the customer can view length of service queues and number of customers waiting. This functionality will greatly increase your customer flow by decreasing bottle-necks at the kiosk or touch-screen ticket printers.

"There's already been a noticeable difference for the clients. Office processes are more organized. People are being seen more quickly and are reporting less frustration and a more professional feel."

Shaun Barker, Texas HHSC

Call us toll free • 866-725-3277 • [www.nemo-q.com](http://www.nemo-q.com)



## Managing your Lobby in Real-Time

Managers will be able to monitor and manage their customer lobbies in real-time with NEMO-Q real-time reporting features. Supervisors with multiple locations will know the current wait/service time, exact number of customers waiting, and employees currently logged-in. These tools give today's managers the ability they need to increase customer throughput and employee productivity.



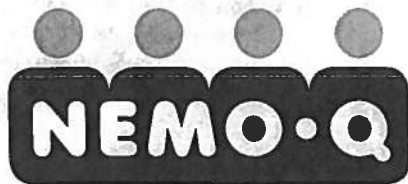
"Being able to run reports on service times has helped hold employees to work expectations and standards. I can't imagine doing my job without NEMO-Q!"

Stacy Robb, Utah DMV

## NQ Reporting Features

- Lets a supervisor or manager know if the established wait time goals are being achieved
- Provides monitoring tools and/or the internet with real time system data including: wait time, session time, employee productivity, number of waiting customers
- Sends notifications to a supervisor or manager if the wait time limit or other parameter is exceeded.
- Managers are able to monitor open/closed workstations in real-time.
- Displays real-time data such as waiting customers per category, site, person and function
- Displays information on the status and productivity of each employee
- Displays current session time of each employee and with what category they are currently working.

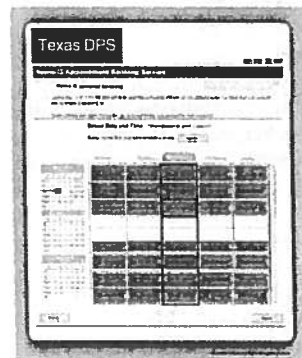
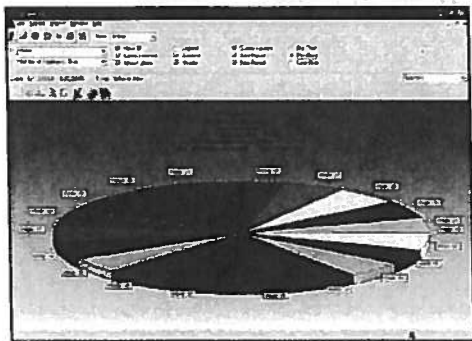
Call us toll free • 866-725-3277 • [www.nemo-q.com](http://www.nemo-q.com)



## NQ Statistical Features

The NQ Software stores the data indefinitely in an SQL database, allowing the user, if they so desire, to produce reports in any program such as Excel or Crystal Reports. Features of the Supervisor Display portion of NQ include:

- Reports on staff productivity for evaluation purposes
- Reports statistics in the form of yearly, monthly, weekly, daily and hourly formats.
- Reports on wait time, session time, waiting customers, employee productivity and performance
- Accurate staff schedules help you meet wait time objectives
- Keeps track of statistical information including; wait time, session time, employee productivity, number of waiting customers and login information



## Online Appointment Scheduling

Now you can integrate the queuing system with an appointment module to seamlessly blend walk-in and appointment traffic. The appointments can be made online or by your staff. Features of the Online Appointment Scheduling include:

- Add, change, or cancel appointments
- View and update past appointments in a daily or weekly view
- Colors on appointment grid change based on appointment status
- View customer-entered notes while viewing or editing appointments
- Enter customer or appointment notes while making or editing appointments
- Automatic appointment confirmation and reminder emails sent to customer
- View and cancel blocked out times
- View appointment reports for current and past appointments
- Create custom appointment statuses

**"The functionality of your product continues to impress and assists us in better serving our customers every day!"**

Bethany Krantz, Orange County

**Call us toll free • 866-725-3277 • [www.nemo-q.com](http://www.nemo-q.com)**

**Q-MATIC Q-MATIC Corporation**

ver. 27.1

**2400 Commerce Ave., Building 1100, Suite 100  
Duluth, GA 30096**

**Organization:** Hays County Tax Collector  
**Customer Name:** Luanne Caraway  
**Address:** 712 S Stagecoach Trail  
 San Marcos, Texas 78666  
**City/State/Zip:**  
**Phone:** 512-393-5519  
**Fax:**  
**Email:** luanne@co.hays.tx.us

**Date:** April 18, 2012  
**Expires On:** May 18, 2012  
**Rep:** Pam Laux  
**Phone:** (214) 535 8694  
**Fax:** (828) 209 1100  
**Email:** pam.laux@qmatic.com

**Quote #:** PSLGP-076-20121812-V1-HaysCo

RE: Qmatic enterprise system for Hays County Tax Collector office, with 11 windows/stations & 11 displays , one information display for back room, one central waiting area with touch screen ticket printer, four queues , voice announcer and LED media display to show public service announcements and tickets. Single site Ensemble software to be used on client's server. Future sites to upgrade to Orchestra in order for satellite offices to use same server for queuing. (ie New substation, etc.) Qmatic to provide and install Qmatic hardware, software and provide training.

QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	PRICE
<b>ENSEMBLE VIRTUA</b>					
1	10115101	Ensemble Virtua Base License	\$6,918.00	\$6,226.20	\$6,226.20
1	10115115	Ensemble Virtua Digital Signage	\$3,200.00	\$2,880.00	\$2,880.00
11	10115100	Ensemble Virtua User License	\$470.00	\$423.00	\$4,653.00
1	1021QMC	Ensemble Basic Screen Layout Software - Qmatic TP31xx Printer	\$1,000.00	\$900.00	\$900.00
<b>INTERFACE</b>					
1	99900524	Orchestra Branch Hub with 1745 Interface	\$2,520.00	\$1,500.00	\$1,500.00
<b>TP TICKET PRINTERS</b>					
1	213041	Qmatic TP3115 Touchscreen Client Ticket Printer	\$5,250.00	\$4,725.00	\$4,725.00
1	213210	Qmatic TP Ticket Printer Floor Pedestal 3111	\$920.00	\$828.00	\$828.00
1	900085	TP Thermal Tickets (24 rolls @ 2,000 tickets per roll)	\$437.00	\$437.00	\$437.00
<b>DISPLAYS</b>					
1	340401	D948R Matrix Display (Red) - One 4-tiered main displays plus single-tier display for draw station area	\$975.00	\$877.50	\$877.50
11	340301	D924R Matrix Display (Red) -window displays	\$555.00	\$499.50	\$5,494.50
<b>HARDWARE</b>					
1	112014	Qmatic Main Connection Box	\$180.00	\$162.00	\$162.00
2	112018	Qmatic Power Connection Box	\$150.00	\$135.00	\$270.00
1	117020	Qmatic VU2187 Automatic Announcer	\$1,140.00	\$1,026.00	\$1,026.00
3	99900133	Ceiling Mount Speaker - three for each location	\$30.00	\$30.00	\$90.00
1	99900200	Voice Amplifier	\$170.00	\$170.00	\$170.00
1	HW9024	Hardware, Signage and Cabling	\$600.00	\$600.00	\$600.00
3	100932	Qmatic Power Supply PS5A	\$210.00	\$189.00	\$567.00
2	99900394	UPS Battery Backup	\$110.00	\$110.00	\$220.00
1	99900507	Weighted Base for Qmatic Vision Floor Pedestal or P3311 Ticket Printer Pedestal	\$150.00	\$135.00	\$135.00
1	213066	Cinematic 1 Media Player	\$1,950.00	\$1,755.00	\$1,755.00
<b>TELEVISION HARDWARE &amp; ACCESSORIES (Manufacturer's Warranty)</b>					
1	99900501	47" Flat Screen TV (w/o bracket)	\$1,192.00	\$1,192.00	\$1,192.00
1	TM1011	Ceiling Bracket for Flat Screen TV (requires extension pole)	\$420.00	\$420.00	\$420.00
1	99900337	4' Extension Pole for TM1011 Ceiling Bracket	\$100.00	\$100.00	\$100.00
1	99900415	Audio / VGA Video over Cat5 - 4 Port Transmitter	\$270.00	\$270.00	\$270.00
1	99900416	Audio / VGA Video over Cat5 - Receiver	\$240.00	\$240.00	\$240.00
<b>SERVICES &amp; LITERATURE</b>					
1	PM1002	Project Management	\$825.00	\$825.00	\$825.00
1	CS9069	Orchestra or MP Server Configuration	\$950.00	\$950.00	\$950.00
1	TR9085	Startup Training	\$750.00	\$750.00	\$750.00
25	IN9090	Installation	\$125.00	\$125.00	\$3,125.00
1	TR9090	Travel and Expenses		\$1,400.44	\$1,400.44
1	SH9090	Shipping & Handling (UPS Ground)		\$301.04	\$301.04
<b>LANGUAGE SERVICES</b>					
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00	\$0.00
<b>MAINTENANCE</b>					
1	HW-MAINT	Q-MATIC Hardware Maintenance - (6% of Hardware List Price, months 1-6 included, charges for months 7-12)		\$1,236.00	\$1,236.00
1	SW-MAINT	Q-MATIC Annual Software Maintenance Program - Starts Day One		\$2,232.00	\$2,232.00
<b>SOFTWARE SUBTOTAL</b>					\$14,659.20
<b>HARDWARE SUBTOTAL</b>					\$21,079.00
<b>SERVICES SUBTOTAL</b>					\$7,351.48
<b>MAINTENANCE SUBTOTAL</b>					\$3,468.00
<b>GRAND TOTAL</b>					\$46,557.68



## **PURCHASE ORDER INSTRUCTIONS**

To help expedite your order, please include the following items on the purchase order:

- Bill To Address
  - Ship To Address
  - Purchase Order Number
  - Purchase Order Dollar Amount
  - Q-MATIC Quote Number
  - Itemized List of Equipment
  - Contact Name and Phone Number for the Purchase Order
- PLEASE FAX ALL PURCHASE ORDERS TO: (828) 209-1100

## **STANDARD TERMS & CONDITION OF SALE**

### **Acceptance of Order: Termination**

Acceptance of any order is subject to credit approval and acceptance of order by Q-Matic, and when applicable, Q-Matic's Suppliers. If Customer's credit becomes unsatisfactory to Q-Matic, Q-Matic reserves the right to terminate upon notice to Customer and without liability to Q-Matic.

### **Payment**

A minimum down payment of 40% of the total purchase price of the system is required. Installations will not be scheduled until receipt of down payment.

### **Payment Terms**

Invoice terms are 1% 20 days net 30 days. We reserve the right to charge a monthly interest rate of 1.5% on all invoices past due.

### **Prices and Shipments**

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point prepaid and bill.

### **Return of Goods**

Items for credit must be returned within 30 days of receipt and are subject to prior approval and a 25% restocking fee.

### **Taxes**

Taxes will be imposed upon sales or shipments and will be added to the purchase price unless Q-Matic has a valid tax exemption certificate on file.

### **Delay in Delivery**

Q-Matic is not to be accountable for delays in delivery occasioned by force majeure or other circumstances beyond Q-Matic's reasonable control.

### **Maintenance**

Unless otherwise noted, Q-Matic will provide a six (6) month original maintenance agreement per the terms of our "EXTENDED LIMITED MAINTENANCE."

### **Installation**

If the order includes installation, the following applies: All installations will be scheduled in advance and with the consent of Customer. Customer will pay \$1,200 plus travel expenses per installer/per day should the premises not be ready when the installer arrives.

### **Changes to Scope of Work**

Should either Customer or Q-Matic desire to change the terms of the order, the following will occur:

- Q-Matic will document the request in writing (via a Change Request Form);
- An authorized representative from the Customer and Q-Matic will negotiate the impact of the requested change on the work to be performed under this order;
- The terms of the change (the Change Request Form) will be added as an addendum to the order, and the change will take effect upon signature of the amendment by both the Customer and Q-Matic.

## **ASSUMPTIONS**

The assumptions we have made in creating this recommendation are as follows:

As our customer, we expect you to be responsible for:

- Installing power according to Q-Matic's instructions
- Any conduit runs will be the responsibility of Customer
- Providing IT support during installation
- Allowing Q-Matic network access
- Providing us with a contact person (name, telephone, mobile, and email) on site with the authority to sign off on the system
- Network drops will be provided by the Customer

## **TELEVISIONS AND LARGE MONITORS**

Q-Matic is not responsible for mounting or hanging TVs/Monitors. The customer is required to make all arrangements for mounting any TVs/Monitors prior to the arrival of a Q-Matic Installation Technician and the installation of the Q-Matic system. In rare instances, guidance from Q-Matic personnel is required. Q-Matic is happy to oblige and offer advice on TV placement if arranged in advance.

## **ADDITIONAL LABOR RATES OUTSIDE OF INSTALLATION**

Additional labor rates outside of installation are chargeable at current standard rates.

**Q-MATIC Q-MATIC Corporation**

ver. 27.1

**2400 Commerce Ave., Building 1100, Suite 100**  
**Duluth, GA 30096**

<b>Organization:</b>	Hays County Tax Collector	<b>Date:</b>	April 18, 2012
<b>Customer Name:</b>	Luanne Caraway	<b>Expires On:</b>	May 18, 2012
<b>Address:</b>	712 S Stagecoach Trail	<b>Rep:</b>	Pam Laux
<b>City/State/Zip:</b>	San Marcos, Texas 78666	<b>Phone:</b>	(214) 535 8694
<b>Phone:</b>	512-393-5519	<b>Fax:</b>	(828) 209 1100
<b>Fax:</b>		<b>Email:</b>	pam.laux@qmatic.com
<b>Email:</b>	luanne@co.hays.tx.us	<b>Quote #:</b>	PSLGP-076-20121812-V2-HaysCo

**RE:** Qmatic enterprise system for Hays County Tax Collector office, with 11 windows/stations & 11 displays , one information display for back room, one central waiting area with touch screen Vision Kiosk , four queues , voice announcer and LED media display to show public service announcements and tickets. Single site Ensemble software to be used on client's server. Future sites to upgrade to Orchestra in order for satellite offices to use same server for queuing. (ie New substation, etc.) Qmatic to provide and install Qmatic hardware, software and provide training.

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11	10115100	Ensemble Virtua User License	\$470.00	\$423.00	\$4,653.00
1	1022QMC	Ensemble Basic Screen Layout Software - Qmatic Kiosk Touchscreen	\$2,300.00	\$2,070.00	\$2,070.00
<b>INTERFACE</b>					
1	99900524	Orchestra Branch Hub with 1745 Interface	\$2,520.00	\$1,500.00	\$1,500.00
<b>KIOSKS</b>					
1	214105	Qmatic Vision Kiosk 17	\$8,325.00	\$7,492.50	\$7,492.50
1	214251	Qmatic Vision Floor Pedestal	\$1,125.00	\$1,012.50	\$1,012.50
<b>TP TICKET PRINTERS</b>					
1	900085	TP Thermal Tickets (24 rolls @ 2,000 tickets per roll)	\$437.00	\$437.00	\$437.00
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26	IN9090	Installation	\$125.00	\$125.00	\$3,250.00
1	TR9090	Travel and Expenses		\$1,400.44	\$1,400.44
1	SH9090	Shipping & Handling (UPS Ground)		\$320.56	\$320.56
<b>LANGUAGE SERVICES</b>					
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00	\$0.00
<b>MAINTENANCE</b>					
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1	SW-MAINT	Q-MATIC Annual Software Maintenance Program - Starts Day One		\$2,492.00	\$2,492.00
<b>SOFTWARE SUBTOTAL</b>					\$15,829.20
<b>HARDWARE SUBTOTAL</b>					\$24,031.00
<b>SERVICES SUBTOTAL</b>					\$7,496.00
<b>MAINTENANCE SUBTOTAL</b>					\$3,924.80
<b>GRAND TOTAL</b>					\$51,281.00

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## **ADDITIONAL LABOR RATES OUTSIDE OF INSTALLATION**

Additional labor rates outside of installation are chargeable at current standard rates.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Halff Associates, Inc. for survey tasks associated with the Phase 1b Flood Protection Planning study.

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

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** \$65,000.00 – already budgeted for study

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Hauff

**SPONSORED BY:** Whisenant

#### **SUMMARY:**

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board (TWDB) to initiate a flood protection planning study for tributary drainages of the Colorado River. On August 10, 2010 an Amendment to the TWDB grant was approved, increasing both the award and the scope of the project. Hays County has partnered with the Lower Colorado River Authority (LCRA) and the U.S. Army Corps of Engineers (USACE) to complete the study, and the USACE is providing approximately 50% of the total study cost. Halff Associates, Inc. is a subcontractor to the USACE for the study, and has provided hydraulic and hydrologic engineering for the drainage basins, completing these tasks for the Onion Creek, Bear and Little Bear creek watersheds.

Phase 1b of the study includes the Barton Creek and Pedernales River watersheds, and the attached proposal involves Hays County contracting directly with Halff Associates to conduct survey of structures and channel sections in the Barton Creek watershed as a component of the overall study. Findings will be incorporated into the final study report prepared by the USACE. The cost for the survey work is \$65,000.00, to be shared equally between the TWDB grant and Hays County funds, and will serve as match to the USACE portion of the study costs. The total funds committed by Hays County to this study will not change. Halff Associates was previously contracted by the County to conduct study-related tasks for drainage segments in the Buda and Dripping Springs areas, and is a Hays County pre-approved professional services firm for engineering/survey related services.

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Halff Associates, Inc. for survey tasks associated with the Phase 1b Flood Protection Planning study.

**PREFERRED MEETING DATE REQUESTED:** April 124, 2012

**COUNTY AUDITOR**

**AMOUNT:** \$65,000.00 – already budgeted for study

**LINE ITEM NUMBER:** 001-899-99-051.5448

171-691-99-051.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

Bill Herzog

**SPECIAL COUNSEL**

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

**COMMENTS:**

**COUNTY JUDGE**

*Signature Required if Approved*

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



April 11, 2012  
1008-07-5510

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

RE: Proposal for survey tasks in support of the Hays County Phase 1B Pedernales River and Barton Creek Watershed Hays County Flood Protection Planning Study

Dear Honorable Judge Cobb:

Halff Associates is pleased to present our proposal for survey tasks in support of the Hays County Drainage Master Plan with participation from the Texas Water Development Board Hays County Phase 1B Flood Protection Planning Grant and the U.S. Army Corps of Engineers (USACE) Interim Feasibility Study. The proposed services are for survey of structures and channel sections in the Barton Creek watershed in Hays County. The total Hays County cost for this effort is \$65,000. Attached is the proposed scope of service and associated supporting information. This expenditure by Hays County will count as work-in-kind towards the USACE Project Management Plan. The overall Hays County Phase 1B contribution will remain unchanged.

Exhibit A provides the standard terms and conditions of the agreement. We appreciate the opportunity to be of service to Hays County. If this proposal meets with the approval of your Commissioner's Court, please execute the contract in Exhibit A and return one copy to this office.

Please do not hesitate to call me if you have any questions or require additional information.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in dark ink, appearing to read "Michael A. Moya".

Michael A. Moya, PE, CFM  
Vice President



**SCOPE OF WORK**  
**Hays County Phase 1B – Survey Tasks**  
**Pedernales River and Barton Creek Watersheds**  
**Hays County, Texas**

Hays County is currently working on a Drainage Master Plan with participation from the Texas Water Development Board (TWDB) Hays County Flood Protection Planning Study and the U.S. Army Corps of Engineers (USACE) Interim Feasibility Study. Phase 1B of the Hays County study consists of existing and future conditions hydrologic and hydraulic studies of the Pedernales and Barton Creek watersheds. Hydraulic models will be developed for approximately 63 stream miles, of which approximately 28 stream miles will require detailed analysis with field survey data. The survey will include 41 structures and 28 channel sections. The purpose of this task order is to complete the survey of structures and channel cross sections for the streams in the Barton Creek watershed within Hays County. The streams to be surveyed are shown on the attached map. This survey will serve as the basis for the hydraulic analysis required in support of the USACE Interim Feasibility Study and the TWDB Hays County Flood Protection Planning Study.

All bridges, dams, and critical creek cross-sections (having substantial change in channel geometry, ground surface characteristics, and/or bed slope in contrast to upstream or downstream cross-sections) shall be surveyed provided access is granted from the landowner. Channel cross sections will be surveyed from bank to bank with a maximum distance between any two surveyed cross-sections not to exceed 1 mile provided access is granted from the landowner. A channel cross-section upstream of each culvert or bridge shall be surveyed unless the upstream and downstream cross-sections are similar in geometry and elevation.

Benchmarks shall be located or established and recorded in and near the floodplains of all streams in the watershed. Primary and secondary control points and elevation reference marks shall be established in accordance with FEMA's Guidelines and Specifications for Flood Hazard Mapping Partners. An ASCII text file giving X, Y, Z coordinates for all surveyed points and a geo-referenced data point file depicting all the surveyed points and referenced marks will be provided. These files shall be formatted according to the Data Capture Standards documented in Appendix M of FEMA's Guidelines and Specifications. All survey data, GIS files, and photographs will be documented in a technical appendix and included in the USACE Hays County Phase 1B Barton Creek and Pedernales River Hydrology and Hydraulics study

**FEE:**

Our charge for these survey services outlined above shall be \$65,000.

**DELIVERABLES:**

The survey tasks outlined above are to be completed in support of the USACE Hays County Phase 1B Barton Creek and Pedernales River Hydrology and Hydraulics study. The survey tasks are to be completed within 90 days of notice to proceed.

# Hays County Phase 1B Barton Creek and Pedernales River Basins

## Map Key

○ Survey Structures

Study Streams

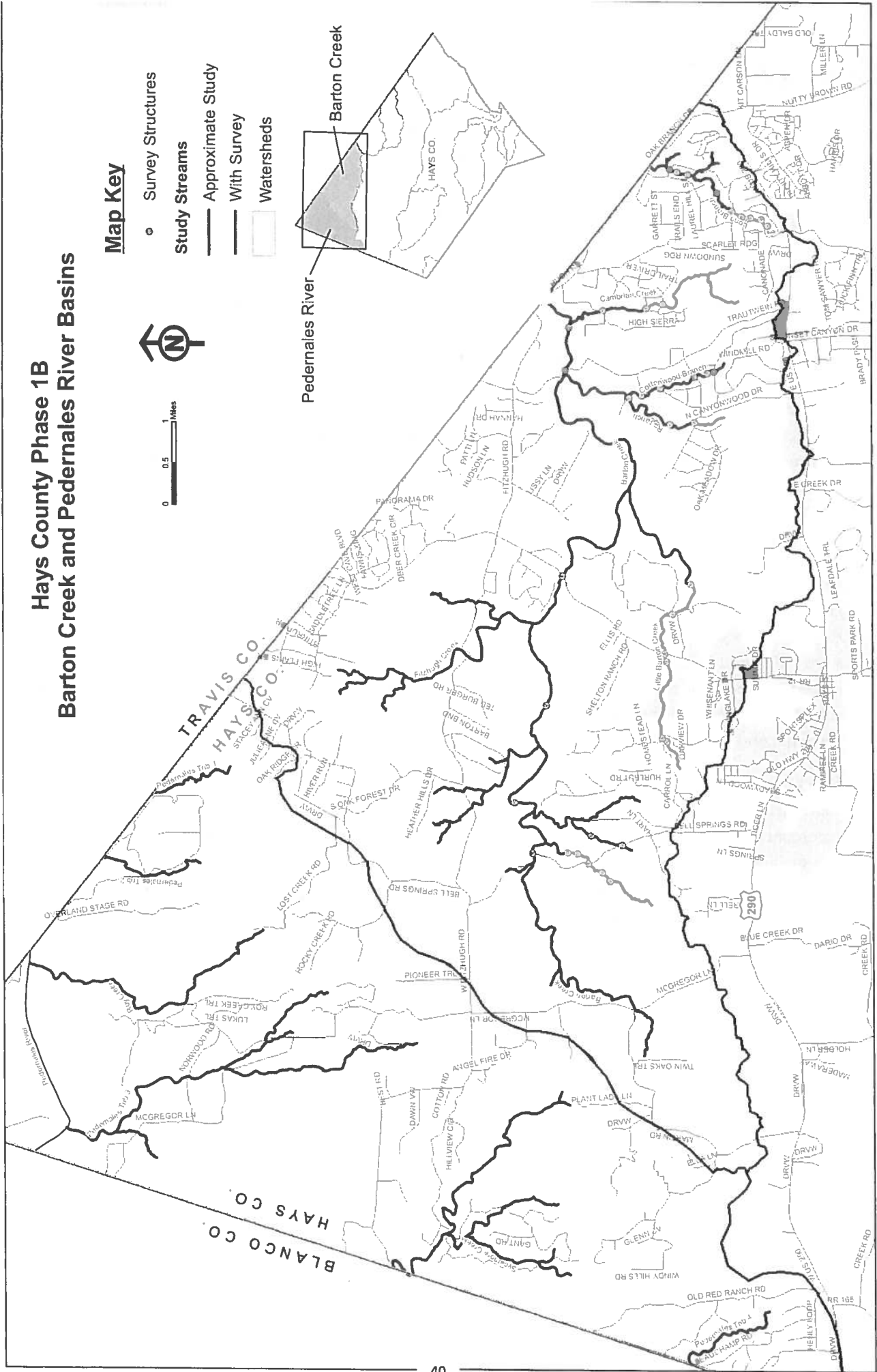
— Approximate Study

— With Survey

Watersheds



0 0.5 1 Miles





**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN  
Hays County, Texas (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

**I. SCOPE**

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Hays County Phase IB Survey Tasks Pedernales River and Barton Creek Watersheds, Dated April 11, 2012, (Scope of Services) which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Hays County, Texas (hereinafter "Client"), shall constitute a binding Agreement on both parties.

**II. COMPENSATION**

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

**III. RESPONSIBILITY**

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

**IV. SCOPE OF CLIENT SERVICES**

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

**V. OWNERSHIP OF DOCUMENTS**

Upon Engineer's completion of services and receipt of payment

in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. **Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement.** Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VI. INDEMNIFICATION**

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. **Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.**

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

# HALFF ASSOCIATES, INC.

## General Terms and Conditions (continued)

### VII. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

### VIII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work described in the Scope of Services.

### IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

### X. INTEGRATION

These terms and conditions and any Scope of Services, including the following amendments as required by the Texas Water Development Board represent the entire understanding of Client and Engineer as to those matters contained herein.

- A. State Auditor Clause: By executing this Amendment, Halff Associates Inc. (hereinafter "SUBCONTRACTOR") accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
- B. Financial Records: The SUBCONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the Texas Water Development Board (hereinafter "BOARD"). Accounting by the SUBCONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
- C. Ownership: The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR and the BOARD. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the

right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a BOARD copyright and produced by the SUBCONTRACTOR or BOARD pursuant to this CONTRACT may be printed by the SUBCONTRACTOR or the BOARD at their own cost and distributed by either at their discretion. The SUBCONTRACTOR may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials. The SUBCONTRACTOR and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.

- D. NO DEBT AGAINST THE STATE: This amendment to the CONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this amendment to the CONTRACT transcends the biennium in which this amendment to the CONTRACT is entered into, this amendment to the CONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.
- E. LICENSES, PERMIT, AND INSURANCE: For the purpose of this amendment to the CONTRACT, the SUBCONTRACTOR will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR shall obtain necessary insurance, in the judgment of the SUBCONTRACTOR, to protect themselves, Hays County, the BOARD, and employees and officials of the BOARD from liability arising out of this amendment to the CONTRACT. The SUBCONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the SUBCONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR, arising out of the activities under this amendment to the CONTRACT. The SUBCONTRACTOR shall be solely and entirely responsible for procuring appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR to perform the subject work.

No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

### XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work described in the Scope of Services is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in the county in which the Engineer's office performing the majority of the work described in the Scope of Services is located.

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Revised April 25, 2011

**XII. SUSPENSION OF SERVICES**

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

**XIII. TERMINATION OF WORK**

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**XIV. TAXES**

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Engineer and its subconsultants for the taxes paid by Engineer and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

**XV. ALTERNATIVE DISPUTE RESOLUTION**

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

**XVI. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVII. TIMELINESS OF PERFORMANCE**

The Engineer will perform its services with due and reasonable diligence consistent with sound professional practices.

**XVIII. WAIVER**

Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**HALFF ASSOCIATES, INC.**  
**General Terms and Conditions (continued)**

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**APPROVED:**

Engineer: HALFF ASSOCIATES, INC.

Signature: Michael A. Moya

Typed or Printed Name: Michael A. Moya, P.E.

Title: Vice-President

Date: 4/11/2012

**APPROVED:**

Client: Hays County, Texas

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

Typed or Printed Name: The Honorable Bert Cobb, M.D.

Title: Judge, Hays County, Texas

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 monetary supplement of the Misdemeanor Chief position out of the Hays County Criminal District Attorney's Asset Forfeiture discretionary account and amend the budget accordingly as per Code of Criminal Procedure, Chapter 59.06 (d-1)(7).

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** April 24, 2012

**AMOUNT REQUIRED:** \$1800.00 including fringe

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 081-607-00.5021

**REQUESTED BY:** TIBBE/KENNEDY

**SPONSORED BY:** COBB

**SUMMARY** The supervision and promotion structure for Assistant District Attorneys of the DA's office dictates that we cannot classify the Misdemeanor Chief position as an Attorney IV as other chiefs within our office are classified. This stipend is meant to compensate any ADA assigned to that position for the additional supervisory duties which are required.

FUND NO. 001  
FUND TITLE: GENERAL FUND

<u>Line Item Expenditures</u>		<u>Appropriation before Amendment</u>	<u>Amendment Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Jail (618-03):</u>					
001-618-03.5719_400	Misc Eqpt-operating	2,450	645		3,095
001-618-03.5451	Bldg Maint	41,500		(645)	40,855

Transfer for replacement floor buffer machine

<u>Animal Control (618-04):</u>					
001-618-04.5391	Misc	1,332	1,648		2,980
<u>Countywide Operating (645):</u>					
001-645-00.5399	Contingencies	412,855		(1,648)	411,207

transfer for dog registration supplies (dangerous dogs) per ordinance from Contingencies

<u>Information Technology (680):</u>					
001-680-00.5712_400	Computer Eqpt-operating	77,450	1,512		78,962
001-680-00.5712_700	Computer Eqpt-capital	146,845		(1,512)	145,333

Transfer for Constable 3 scanner purchase as cost less than threshold amount (\$5,000)

FUND NO. 081  
FUND TITLE: D.A. DRUG FORFEITURE FUND

<u>D.A. Drug Forfeiture (607):</u>					
081-607-00.5021	Staff	20,901	1,500		22,401
081-607-00.5101_100	Fica	1,296	93		1,389
081-607-00.5101_200	Medicare	303	22		325
081-607-00.5101_300	Retirement	0	165		165
081-607-00.5448	Contract Svc.	42,889		(1,780)	41,109

Transfer for supplement for current position 5/1-9/30/12

## *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.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>ACTION</b>	<b>X EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:** 4/24/12

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Cobb

