

**Commissioners Court December 22, 2020
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 **22nd day of December 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	5	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
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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	6	Approve payments of County invoices. VILLARREAL-ALONZO
3	7	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
4	8-17	Approve Commissioners Court Minutes of December 8, 2020. BECERRA/CARDENAS
5	18	Approve the payment of the December 31, 2020 payroll disbursements in an amount not to exceed \$3,800,000.00 effective December 31, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
6	19-20	Authorize the Office of Emergency Services to purchase one 6-Bay Radio Bank Charger valued at \$639.93 from the Lower Colorado River Authority (LCRA); authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. BECERRA/MIKE JONES
7	21-41	Ratify the acceptance of a grant amendment to Department of State Health Services (DSHS) for the COVID-19 Funding related to temporary personnel and amend the budget accordingly. INGALSBE/T.CRUMLEY
8	42-45	Authorize payment to Cowboy Harley-Davidson of Austin for replacement and balance of a rear and front tire, 10K mile Service, and replacement of front brake pad in the amount of \$1,058.14 for the Hays County Constable, Pct. 4 Office, where no purchase order was issued as required by the County Purchasing Policy. SMITH/HOOD
9	46	Approve the reappointment of Samantha Tuzo to the Hays County Child Protective Board, 3 year term ending December 31, 2023. BECERRA
10	47	Approve the reappointments of Sharon O'Brien and Tom Richey to the Board of Emergency Services District #3, two year terms ending December 31, 2022. SHELL
11	48	Approve the reappointment of Roger Boyd to the Board of Emergency Services District #9, two year term ending December 31, 2022. SHELL
12	49	Approve the reappointments of Ron Spangenberg, John White, and Eddie Gumbert for the Board of Emergency Services District #4, two year terms ending December 31, 2022. SHELL
13	50	Approve the reappointment of Bruce Schneider and Carla Sisk to the Board of Emergency Services District #9, two year terms ending December 31, 2022. INGALSBE
14	51	Approve the reappointment of Ross Britt to the Board for Emergency Services District #3, two year term ending December 31, 2022. INGALSBE

15	52	Approve the cancelation of Hays County Commissioners Court on January 19, February 2, March 16, April 6, May 25, June 29, October 12, November 30, and December 28, 2021. INGALSBE
16	53-56	Approve Utility Permits. INGALSBE/BECERRA/BORCHERDING
17	57-65	Authorize the Veteran's Administration Office to purchase one new Dell Latitude 5410 with accessories valued at \$1,254.00 and amend the budget accordingly. INGALSBE/PRATHER
18	66	Authorize the Justice of the Peace Pct. 3 Office to purchase one replacement Fujitsu fi-7180 Scanner valued at \$1,469.99 utilizing the Justice Court Technology Fund and amend the budget accordingly. SHELL/CABLE
19	67	Authorize On-Site Sewage Facility Permit for the Suds Monkey Brewing Company located at 12024 W US 290, Austin, Texas 78737. SMITH/STRICKLAND
20	68	Accept \$6,000.00 in contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE
21	69	Amend various departmental operating, special revenue and capital project budgets in preparation the County's FY 2020 year-end process. INGALSBE/VILLARREAL-ALONZO
22	70	Accept a \$100,000.00 grant donation from The Burdine Johnson Foundation for the Hays County Historical Jail Restoration Project and amend the budget accordingly. INGALSBE/K.JOHNSON
23	71	Amend all Constable Precinct Offices operating budget for uniform expenses as outlined to the new Collective Bargaining Agreement. BECERREA
24	72	Authorize the County Judge to support the Downtown Association in collaboration with the Dunbar Heritage Association, Centro Cultural Hispano de San Marcos, and the Indigenous Cultures Institute who have joined together to create a mural of inspiration called Celebrate Diversity using \$250.00 of the County Judge's available Community Program fund and amend the budget accordingly. BECERRA
25	73-139	Approve specifications for RFQ 2021-Q04 General Consultant for Program Management Services and authorize Purchasing to solicit for proposals and advertise. SHELL
26	140-181	Approve specifications for RFP 2021-P01 Elevator Maintenance and Repair Services and authorize Purchasing to solicit for proposals and advertise. BECERRA/T.CRUMLEY

ACTION ITEMS

ROADS

27	182	Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection services for the Dacy Lane Reconstruction Project in Precinct 2; and authorize staff and counsel to negotiate a contract. JONES/INGALSBE/BORCHERDING
28	183	Discussion and possible action to approve the selection of HDR Inc. to perform Construction Engineering and Inspection services for the RM 3237 at RM 150 roundabout project in Precinct 3; and authorize staff and counsel to negotiate a contract. SHELL/BORCHERDING
29	184	Discussion and possible action to consider the release of the maintenance bond #1059746 in the amount of \$93,520.55 and the acceptance of roads into the county road maintenance system for Rutherford West subdivision, Section 4. JONES/BORCHERDING
30	185	Discussion and possible action to consider the release of the revegetation bond #PB03016800381 in the amount of \$59,538.00 for Rutherford West subdivision, Section 5. JONES/BORCHERDING
31	186	Discussion and possible action to approve the selection of Garver, LLC to provide engineering design services for drainage and low water crossing improvements at Bear Creek Pass and Sycamore Creek Drive project in Precinct 4; and to authorize staff and counsel to negotiate a contract. SMITH/BORCHERDING
32	187-194	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$724,309.50 for Trails at Windy Hill, Phase Three Subdivision (Bond # 7901052373). JONES/BORCHERDING
33	195-197	Discussion and possible action to accept the maintenance bond rider extension #1060750 until June 30, 2021 for Sunfield subd., Phase 2, Section 8. JONES/BORCHERDING
34	198-200	Discussion and possible action to accept the maintenance bond rider extension #1848963 until June 30, 2021 for Shadow Creek subd., Phase 9, Section 2. JONES/BORCHERDING
35	201-203	Discussion and possible action to accept the maintenance bond rider extension #1060751 until June 30, 2021 for Sunfield subd., Phase 2, Section 11. JONES/BORCHERDING
36	204-210	Discussion and possible action to accept Letter of Credit No. 1041 for street and drainage improvements for 6 Creeks Phase 1 Section 5A in the amount of \$287,381.45. SMITH/BORCHERDING

SUBDIVISIONS

37	211-221	PLN-1568-PC; Woodcreek, Section 8, Lots 228 - 231, Amended Plat. Discussion and possible action to consider granting a variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities. SHELL/MACHECEK
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MISCELLANEOUS

38	222	Discussion and possible action to authorize the Hays County Human Resources Department to continue to make purchases utilizing wellness funds associated with the county's United Healthcare plan. INGALSBE/SHELL/MILLER
39	223-236	Discussion and possible action to authorize the County Judge to execute an Indigent Care Affiliation Agreement between Hays County and CHRISTUS Santa Rosa Health Care Corporation dba CHRISTUS Santa Rosa Hospital, for participation in the Section 1115 Waiver Program. SHELL
40	237-261	Discussion and possible action authorizing the County Judge to execute a Padilla Consultation Agreement between Hays County and Capital Area Private Defender Service (CAPDS) involving the Regional Padilla Compliance Pilot Project to be paid for by a Technical Assistance Grant awarded by the Texas Indigent Defense Commission (TIDC). SHELL/T.CRUMLEY
41	262-263	Discussion and possible action to accept a \$3,491.00 Proposal from the Lower Colorado River Authority (LCRA) related to relocating the Flood Warning Antenna at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. INGALSBE/SHELL/CUTLER
42	264-265	Discussion and possible action to accept a \$4,410.00 Proposal from Water & Earth Technology (WET) related to relocating the Flood Warning Antenna at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. INGALSBE/SHELL/CUTLER
43	266	Discussion and possible action to authorize the County Clerk to re-grade and re-title the Bookkeeper, slot 0450-003 (grade 109) to an Accountant I (grade 113) effective January 1, 2021. BECERRA/CARDENAS
44	267	Discussion related to the reconstitution of the Hays County Parks and Open Space Advisory Commission (POSAC). Possible action may follow. SHELL
45	268-269	Discussion and possible action to approve the purchase and installation of safety handrails for the Transportation Department's two paving oil distributors, 217 & 273 and amend the budget accordingly. JONES/BORCHERDING

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.

46	270	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court. SHELL
47	271	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County use of CARES Act funding pursuant to the COVID-19 local disaster declaration. Possible action may follow in open court. VILLARREAL-ALONZO

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.

48	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
49	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
50	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
51	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. SHELL

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 18th day of December, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioners Court Minutes of December 8, 2020.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

CARDENAS

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY



DECEMBER 8, 2020

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 8th DAY OF DECEMBER A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	ABSENT
MARK JONES	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Jeff Latham, San Marcos Westover Baptist Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon made a public comment regarding the Appraisal Review Board (ARB).

UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW.

Eric Schneider, Medical Epidemiologist for Hays County Health Department gave the update on COVID-19 cases. Eric Schneider noted positive cases are on the rise as was predicted due to the recent holiday. He also noted that the county is administering more tests which is also a factor to the rise in positive cases. Commissioner Smith discussed lower numbers of COVID-19 hospitalizations than anticipated at this time. Alex Villalobos, Chief of Staff and Emergency Management Coordinator, stated all the hospitals have requested support staffing. Commissioner Shell stated Chief Switcher from Hays County EMS sent a graph of the hospitalization of the (MSA) metropolitan statistical area, which covers areas of the following counties; Travis, Hays, Williamson, Bastrop, maybe Caldwell. The graphs show an increase in positive cases and ICU COVID-19 patients. Commissioner Jones requested that Tammy Crumley, Director of Countywide Operations, oversee the COVID-19 testing information is updated on the website to include the holiday schedule. No action was taken.

35875 ADOPT A PROCLAMATION DECLARING DECEMBER 6TH - 12TH, 2020 AS NATIONAL INFLUENZA VACCINATION WEEK.

Dan Lyon made a public comment. Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated there is still time to get a flu shot. He noted the different challenges people may face this year due to COVID-19. Commissioner Shell recognized employees for their work at the Health Department. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt a Proclamation declaring December 6th - 12th, 2020 as National Influenza Vaccination Week. All present voted "Aye." MOTION PASSED.**

35876 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

35877 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the payment of United Healthcare claims. All present voted "Aye." MOTION PASSED.



DECEMBER 8, 2020

35878 APPROVE COMMISSIONERS COURT MINUTES OF NOVEMBER 24, 2020.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve Commissioners Court Minutes of November 24, 2020. All present voted "Aye." MOTION PASSED.

35879 APPROVE THE PAYMENT OF THE DECEMBER 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$2,995,000.00 EFFECTIVE DECEMBER 15, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

Marisol Alonzo-Villarreal, Auditor's Office, requested that an additional \$20,638.62 be added to the disbursements for this week. The cost come from the COVID-19 assistance program that was approved by the Commissioner's court. A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the payment of the December 15, 2020 payroll disbursements in an amount not to exceed \$2,995,000.00 effective December 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

35880 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR EIGHT SHORT-TERM RENTAL CABINS (8-ONE BEDROOM COTTAGES) LOCATED AT 4444 W RR 150, KYLE, TX 78640.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for eight short-term rental cabins (8-one bedroom cottages) located at 4444 W RR 150, Kyle, TX 78640. All present voted "Aye." MOTION PASSED.

35881 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR ICONIC IMPRINT OFFICE/WAREHOUSE BUILDING LOCATED AT 14721 FITZHUGH ROAD, AUSTIN, TEXAS 78737.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for Iconic Imprint office/warehouse building located at 14721 Fitzhugh Road, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

35882 APPROVE THE REAPPOINTMENT OF COMMISSIONER LON SHELL TO THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER 5 (DOWNTOWN) BOARD OF DIRECTORS FOR A TWO-YEAR TERM EXPIRING ON DECEMBER 31, 2022.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2022. All present voted "Aye." MOTION PASSED.

35883 AUTHORIZE PAYMENT OF \$939.65 TO AMAZON FOR STANDING DESK CONVERTERS/ERGONOMIC PRODUCTS, WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED BY THE COUNTY PURCHASING POLICY.

Jenifer O'Kane, Tax Assessor-Collector, stated she has staff who need a standing desk due to health reasons. Shari Miller, Human Resource Director, informed her the standing desk are a refundable item through the county's wellness campaign. There was an oversight when placing the order. Shari Miller explained the purchase order has been prepared. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize payment of \$939.65 to Amazon for Standing Desk Converters/ergonomic products, where no purchase order was issued as required by the County Purchasing Policy. All present voted "Aye." MOTION PASSED.

35884 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AMENDMENT TO RIGHT OF REVERTER IN RIGHT OF WAY DEDICATION DEED FOR PROPERTY DONATED BY SUNFIELD MUD #4 ON OR ABOUT DECEMBER 15, 2015 FOR THE FM 2001 WEST REALIGNMENT PROJECT EXTENDING THE TERMINATION DATE OF THE DONATION AN ADDITIONAL FIVE YEARS.



DECEMBER 8, 2020

Commissioner Jones thanked Sunfield for their donation. He stated that TXDOT will fund the project with State money instead of federal dollars. The Buda bypass should be in this March. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute an Amendment To Right of Reverter In Right of Way Dedication Deed for property donated by Sunfield MUD #4 on or about December 15, 2015 for the FM 2001 West realignment project extending the termination date of the donation an additional five years. All present voted "Aye." MOTION PASSED.

35885 APPROVE THE APPOINTMENT OF JOSHUA HARPER TO SERVE ON EMERGENCY SERVICES DISTRICT #2, A TWO YEAR TERM ENDING DECEMBER 31, 2022.

Commissioner Jones thanked all the board members for their service. A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the appointment of Joshua Harper to serve on Emergency Services District #2, a two year term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

35886 APPROVE THE REAPPOINTMENT OF STACY MORGAN TO SERVE ON EMERGENCY SERVICES DISTRICT #2, A TWO YEAR TERM ENDING DECEMBER 31, 2022.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the reappointment of Stacy Morgan to serve on Emergency Services District #2, a two year term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

35887 APPROVE THE REAPPOINTMENTS OF PAUL KASKIE, SCOTT STEVENS, AND JIM WEATHERFORD TO SERVE ON EMERGENCY SERVICES DISTRICT #8, TWO YEAR TERMS ENDING DECEMBER 31, 2022.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the reappointments of Paul Kaskie, Scott Stevens, and Jim Weatherford to serve on Emergency Services District #8, two year terms ending December 31, 2022. All present voted "Aye." MOTION PASSED.

35888 APPROVE THE REAPPOINTMENTS OF SUSAN MECKEL AND ERIC HOLEN TO SERVE ON EMERGENCY SERVICES DISTRICT #5, TWO YEAR TERMS ENDING DECEMBER 31, 2022.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the reappointments of Susan Meckel and Eric Holen to serve on Emergency Services District #5, two year terms ending December 31, 2022. All present voted "Aye." MOTION PASSED.

35889 APPROVE THE REAPPOINTMENT OF JAMES HOLT TO THE PLUM CREEK CONSERVATION DISTRICT FOR A FOUR YEAR TERM ENDING DECEMBER 31, 2024.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve the reappointment of James Holt to the Plum Creek Conservation District for a four year term ending December 31, 2024. All present voted "Aye." MOTION PASSED.

35890 APPROVE THE REAPPOINTMENTS OF JERRY BORCHERDING, DIRECTOR OF TRANSPORTATION, AS THE PRIMARY VOTING MEMBER ON THE TECHNICAL ADVISORY COMMITTEE OF CAMPO, AND WINTON PORTERFIELD, HAYS COUNTY PLANNER, AS THE ALTERNATE VOTING MEMBER.

Commissioner Jones noted a change in the appointments from Tim Van de Vorde to Winton Porterfield. A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the reappointments of Jerry Borcharding, Director of Transportation, as the primary voting member on the Technical Advisory Committee of CAMPO, and Winton Porterfield, Hays County Planner, as the alternate voting member. All present voted "Aye." MOTION PASSED.



DECEMBER 8, 2020

- 35891 APPROVE THE APPOINTMENT OF JOHN NETT, CITY OF BUDA ENGINEER AND FLOODPLAIN ADMINISTRATOR AS THE PRIMARY VOTING MEMBER ON THE TECHNICAL ADVISORY COMMITTEE OF CAMPO, AND APPOINT CHAD GILPIN, CITY OF DRIPPING SPRINGS ENGINEER, AS THE ALTERNATE VOTING MEMBER.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the appointment of John Nett, City of Buda Engineer and Floodplain Administrator as the primary voting member on the Technical Advisory Committee of CAMPO, and appoint Chad Gilpin, City of Dripping Springs Engineer, as the alternate voting member. All present voted "Aye." MOTION PASSED.

- 35892 APPROVE THE REAPPOINTMENTS OF DENNIS LANE AND ROBERT LUDDY TO THE BOARD HAYS COUNTY EMERGENCY SERVICES DISTRICT #1, TERMS ENDING DECEMBER 31, 2022.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the reappointments of Dennis Lane and Robert Luddy to the Board Hays County Emergency Services District #1, terms ending December 31, 2022. All present voted "Aye." MOTION PASSED.

- 35893 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO HOST THE ANNUAL LOCAL EMERGENCY PLANNING COMMITTEE LUNCHEON AND USE \$475.00 TO PROVIDE LUNCH FOR THE ATTENDEES.**

Judge Becerra thanked Mike Jones for his work on this item. Mike Jones, Emergency Services Director, spoke. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Office of Emergency Services to host the annual Local Emergency Planning Committee Luncheon and use \$475.00 to provide lunch for the attendees. All present voted "Aye." MOTION PASSED.

- 35894 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 MOBILE HOMES AT 1851 MATHIAS LN, KYLE, TX 78640.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for 2 mobile homes at 1851 Mathias Ln, Kyle, TX 78640. All present voted "Aye." MOTION PASSED.

- 35895 AUTHORIZE A SOLE SOURCE PURCHASE OF TWO PORTACOUNT MASK FIT TESTERS FROM TSI, INC. VALUED AT \$36,450 FOR THE LOCAL HEALTH DEPARTMENT RELATED TO COVID-19 RESPONSE AND RECOVERY EFFORTS.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize a sole source purchase of two PortaCount Mask Fit Testers from TSI, Inc. valued at \$36,450 for the Local Health Department related to Covid-19 response and recovery efforts. All present voted "Aye." MOTION PASSED.

- 35896 APPROVE OUT OF STATE TRAVEL FOR MEMBERS OF THE HAYS COUNTY VETERANS COURT TEAM TO ATTEND THE NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS (NADCP) RISE 21 CONFERENCE IN NATIONAL HARBOR, MD MAY 12-15, 2021.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve out of state travel for members of the Hays County Veterans Court team to attend the National Association of Drug Court Professionals (NADCP) Rise 21 Conference in National Harbor, MD May 12-15, 2021. All present voted "Aye." MOTION PASSED.

- 35897 EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO THE COUNTY'S OLD BASTROP HIGHWAY (CR 266) PROJECT AS PART OF THE 2016 BOND PROGRAM AND AMEND THE BUDGET ACCORDINGLY.**



DECEMBER 8, 2020

A motion was made by Commissioner Jones, seconded by Commissioner Smith to execute an Interlocal Agreement between Hays County and the City of San Marcos related to the County's Old Bastrop Highway (CR 266) Project as part of the 2016 bond program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35898 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND REYNOLDS, SMITH & HILLS CS, INC. (RS&H) FOR THE FM 1626 SOUTH CONSTRUCTION MANAGEMENT PROJECT AS PART OF THE PASS-THROUGH FINANCE PROGRAM IN HAYS COUNTY, INCREASING THE COMPENSATION CAP BY \$198,089 FROM \$3,789,155 TO \$3,987,244; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.024(A)(4).

Commissioner Jones stated there are a few clean up things that need to be completed. There are some liquidated damages that need to be reviewed. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute Supplemental Agreement No. 3 to the Professional Services Agreement (PSA) between Hays County and Reynolds, Smith & Hills CS, Inc. (RS&H) for the FM 1626 South construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by \$198,089 from \$3,789,155 to \$3,987,244; authorize a discretionary exemption pursuant to Texas Local Government Code Section 262.024(a)(4). All present voted "Aye." MOTION PASSED.

35899 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 2 TO THE CONTRACT BETWEEN HAYS COUNTY AND HNTB CORPORATION ON THE FM 2001 REALIGNMENT (EXTENSION OF WHITE WING TRAIL) WEST PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 2 to the Contract between Hays County and HNTB Corporation on the FM 2001 Realignment (Extension of White Wing Trail) West project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

35900 AWARD A CONTRACT FOR IFB 2021-B02 DACY LANE ROAD IMPROVEMENTS TO JORDAN FOSTER CONSTRUCTION, LLC.

Commissioner Jones stated this is the start construction. He noted the project is still under budget. Commissioner Shell congratulated Commissioner Jones and Commissioner Inglasbe. A motion was made by Commissioner Jones, seconded by Commissioner Shell to award a contract for IFB 2021-B02 Dacy Lane Road Improvements to Jordan Foster Construction, LLC. All present voted "Aye." MOTION PASSED.

35901 APPROVE A CONTINUATION OF THE LOCAL DISASTER DECLARATION ORIGINALLY PROCLAIMED BY THE COUNTY JUDGE ON OR ABOUT MARCH 15, 2020, CONTINUED BY RESOLUTION OF THE COMMISSIONERS COURT ON MARCH 16, 2020 AND EXTENDED BY THE COURT ON JULY 14, 2020 AND SEPTEMBER 15, 2020.

Mark Kennedy, General Counsel, stated the current declaration will expire on December 15, 2020. He suggested a 63-day extension which will stand until February. He noted the court can rescind the declaration at any time with action of the court. A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of the Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020 and September 15, 2020. All present voted "Aye." MOTION PASSED.

35902 AUTHORIZE THE COUNTY JUDGE TO EXECUTE LETTER AMENDMENT #1 TO THE CONTRACT BETWEEN HAYS COUNTY AND LANGFORD COMMUNITY MANAGEMENT SERVICES RELATED TO RFP2017-P08 CDBG-DR MANAGEMENT SERVICES EXECUTED ON OR ABOUT SEPTEMBER 12, 2017 TO INCREASE THE COMPENSATION FROM \$415,000 TO \$508,147.24.



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Commissioner Shell stated the increase on the compensation is still below what the General Land Office (GLO) allows for reimbursements. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Letter Amendment #1 to the contract between Hays County and Langford Community Management Services related to RFP2017-P08 CDBG-DR Management Services executed on or about September 12, 2017 to increase the compensation from \$415,000 to \$508,147.24. All present voted "Aye." MOTION PASSED.

35903 APPOINT COMMISSIONER SMITH AS A HAYS COUNTY REPRESENTATIVE TO SERVE ON THE CORE 4 POLICY GROUP TO REPLACE THE HAYS COUNTY POSITION PRESENTLY FILLED BY COMMISSIONER INGALSBE.

Commissioner Smith stated he would be happy to serve on the board. Discussion was had about the action to take if Commissioner Smith's precinct changes and no longer includes a portion of San Marcos. The appointment could be changed at the discretion of the court. A motion was made by Commissioner Jones, seconded by Commissioner Shell to appoint Commissioner Smith as a Hays County representative to serve on the Core 4 Policy Group to replace the Hays County position presently filled by Commissioner Ingalsbe. All present voted "Aye." MOTION PASSED.

35904 ACCEPT A \$52,906.41 SOFTWARE PROPOSAL FROM SHI GOVERNMENT SOLUTIONS FOR THE TRANSPORTATION DEPARTMENT TO UPGRADE THE CARTEGRAPH OPERATIONS & RECORDS MANAGEMENT SYSTEMS TO A WEB-BASED SERVICE (CARTEGRAPH OMS) AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Jones stated this is for the transportation department. This is necessary equipment for their daily work. A motion was made by Commissioner Jones, seconded by Commissioner Shell to accept a \$52,906.41 Software Proposal from SHI Government Solutions for the Transportation Department to upgrade the Cartegraph Operations & Records Management Systems to a web-based service (Cartegraph OMS) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35905 ACCEPT A \$8,250 PROPOSAL FROM THE LOWER COLORADO RIVER AUTHORITY (LCRA) RELATED TO FINAL REMOBILIZATION OF THE PSAP/LEC COMMUNICATIONS TOWER AT THE PUBLIC SAFETY BUILDING; AUTHORIZE A DISCRETIONARY EXEMPTION PER TEXAS LOCAL GOVERNMENT CODE 262.024(A)(7)(D) AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Shell stated this item is to relocate the existing tower at the Law Enforcement Center to the new Safety Building. He noted the discretionary exemption is being used since LCRA is the only company the county can use since the equipment and work belong to LCRA. A motion was made by Commissioner Shell, seconded by Commissioner Jones to accept a \$8,250 Proposal from the Lower Colorado River Authority (LCRA) related to final remobilization of the PSAP/LEC Communications Tower at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

35906 AUTHORIZE THE JUSTICE OF THE PEACE PCT. 2 OFFICE TO HIRE THE JUSTICE CLERK, SLOT 0855-006 AT THE 25TH PERCENTILE EFFECTIVE DECEMBER 16, 2020.

Commissioner Jones noted the person that will fill this position has experience with the county. She will fit into this position well which is why the request is being made. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the Justice of the Peace Pct. 2 Office to hire the Justice Clerk, slot 0855-006 at the 25th percentile effective December 16, 2020. All present voted "Aye." MOTION PASSED.

35907 AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND INFINITE RECOVERY RELATED TO TREATMENT SERVICES FOR VETERANS.

Commissioner Jones stated this is a good program. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Infinite Recovery related to treatment services for veterans. All present voted "Aye." MOTION PASSED.



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- 35908 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND GARVER, LLC FOR PROFESSIONAL ENGINEERING, ENVIRONMENTAL AND SURVEYING SERVICES RELATED TO THE ENTRY ROAD TO SENTINEL PEAK PRESERVE.**

Commissioner Shell stated this contract is being brought back to court to include the service road that will access the Sentinel Peak Reserve. He noted funds for this project will come from the 07 Park Bond and the Roads Department. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Garver, LLC for professional engineering, environmental and surveying services related to the entry road to Sentinel Peak Preserve and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 35909 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER BETWEEN HAYS COUNTY, THE CITY OF KYLE, TEXAS, THE CITY OF BUDA, TEXAS, AND TEXAS STATE UNIVERSITY FOR COMBINED EMERGENCY COMMUNICATION SERVICES, AND AUTHORIZE THE AUDITOR'S OFFICE TO PRORATE THE ANNUAL CHARGES TO PARTNER AGENCIES FOR THE PARTIAL FY21. PRORATED COSTS FOR FY 21 WILL BE BILLED BASED ON THE FIRST DAY OF OPERATION FOR EACH AGENCY, WHICH IS THE DATE THE AGENCY'S EMERGENCY CALLS ARE PROCESSED BY THE CECC. THE SHERIFF WILL NOTIFY THE AUDITOR'S OFFICE OF EACH AGENCY'S FIRST DAY OF OPERATION.**

Commissioner Shell stated the county has been working with their partners to get this completed. He noted there are other boards that conduct oversight on this agreement. This new system will help communications for emergencies and disasters. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Center between Hays County, the City of Kyle, Texas, the City of Buda, Texas, and Texas State University for combined emergency communication services, and authorize the Auditor's Office to prorate the annual charges to partner agencies for the partial FY21. Prorated costs for FY 21 will be billed based on the first day of operation for each agency, which is the date the agency's emergency calls are processed by the CECC. The Sheriff will notify the Auditor's Office of each agency's first day of operation. All present voted "Aye." MOTION PASSED.

- 35910 EXECUTE A \$70,820 MASTER SERVICES AGREEMENT WITH NEMO-Q, INC. PURSUANT TO RFP 2020-P12 FOR A CUSTOMER MANAGEMENT QUEUING SYSTEM AND AMEND THE BUDGET ACCORDINGLY.**

Jeff McGill, Director of Information Technology, stated this contract with Nemo-Q has been finalized. This queuing system will be available to the public at the Hays County Government Center in San Marcos before end of the year. Other areas will be available in January or February. Kiosks are currently installed in the tax office, county clerk's office, and the Dripping Springs precinct building. Additional kiosks will be installed in the rotunda area in the Hays County Government Center. The existing kiosks at the precinct building will be reprogrammed and moved to public areas. Mark Kennedy, General Counsel, noted for the recorded that there are a few non-substantive changes that still need to be made. Marisol Alonzo-Villarreal, Auditor, stated that funding for an additional \$6,000.00 would need to be agreed next year. The funding will depend on the placement of the kiosks. A motion was made by Commissioner Jones, seconded by Commissioner Shell to execute a \$70,820 Master Services Agreement with Nemo-Q, Inc. pursuant to RFP 2020-P12 for a Customer Management Queuing System and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 10:27 a.m. and resumed back into open court at 11:10 a.m.

- 35911 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 RIGHT OF WAY ALONG PROPOSED FM110 IN PCT 1. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**



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A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize execution of a possession and use agreement between F.M. 158 Land, Ltd and Hays County, Texas related to the eventual acquisition and the present possession and use of approximately 17.599 acres of land in Precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

35912 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE AUDITOR'S OFFICE HAYS COUNTY USE OF CARES ACT FUNDING PURSUANT TO THE COVID-19 LOCAL DISASTER DECLARATION. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.

Vickie Dorsett, Auditor's office announced the modifications that have been made. She listed the deadlines for the applications and the qualifications for the cap limits. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize execution of an amendment to the agreement between Hays County and Blanco River Regional Recovery Team (BR3T) Allowing for an increase to funding provided under the agreement , as discussed in Executive Session and pursuant to the assistant categories, amounts, caps, and clarifications stated by the Auditor's Office. All present voted "Aye." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE APPOINTMENT AND DUTIES OF THE HAYS COUNTY JUSTICE OF THE PEACE IN PRECINCT 5 OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Judge Becerra stated the burn ban is still in effect as recommended by the Fire Marshall. No action was taken.

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff's update of the inmate population. The estimated cost for outsourcing was \$44905.00 for the week of November 22 – November 28, 2020. The number of outsourced males was 130 inmates and females were 0 inmates. The number of arrest made by agency are as follows; Buda Police Department - 1, Department of Public Safety – 4, Hays County Sheriff's Department – 27, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 22, San Marcos Police Department - 23, Texas State Police Department – 1. No action taken.

Clerk's Note Agenda Item #43 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.*

Clerk's Note Agenda Item #44 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.*

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 11:23 p.m.

HAYS COUNTY COMMISSIONERS' COURT MINUTES



DECEMBER 8, 2020

I, ELAINE H. CÁRDENAS, 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 December 8, 2020.



ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of the December 31, 2020 payroll disbursements in an amount not to exceed \$3,800,000.00 effective December 31, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Britney Richey, Hays County Treasurer

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Approve the December end of month payroll disbursements not to exceed \$3,800,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Office of Emergency Services to purchase one 6-Bay Radio Bank Charger valued at \$639.93 from the Lower Colorado River Authority (LCRA); authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$640.00

LINE ITEM NUMBER

001-656-00.5715_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) for component parts for equipment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

On 10/13/20 the Commissioners Court authorized the OES Director to purchase radios for first responders. The radio bank charger was not included in the original quote and will be required to charge multiple units as needed. Funds have been identified in the OES operating budget for this request.

Attachment: LCRA Proposal #000000005353851

Budget Amendment:

Decrease Equipment Maintenance .5411

Increase Communication Equipment_Ops .5715_400



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-627-2886 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: HAYS COUNTY OFFICE OF EMERGENCY SVCS **Work Order #:** 000000005353851

Address: 712 S Stagecoach Trl, Ste 1071 San Marcos, Texas 78666 ***Date:** 12/8/20

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Hays County Office of Emergency Services: Bank Chargers

Comments: Bank Chargers for P25 Radios

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91090		Bank Charger, 6 Bay, Li-Ion or Li-Po Batteries, XL/XG/P Series Handhelds, #EX-CH5A	1	639.9250	639.9250
Material Sub Total:					\$639.93

Labor Total: \$0.00

Material Total: \$639.93

Job Total: \$639.93

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Ratify the acceptance of a grant amendment to Department of State Health Services (DSHS) for the COVID-19 Funding related to temporary personnel and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

None

LINE ITEM NUMBER

120-675-99-132]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

T. CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

On May 12th, 2020 the County accepted funding from the Department of State Health Services (DSHS) in the total amount of \$305,633 for the COVID-19 funding which is set to end in March of 2021. DSHS has approved a request to amend the grant category budget to utilize funds previously committed to supplies and equipment for additional printed materials and personnel that is needed to continue the Covid-19 contact tracing. These positions were previously funded with CARES funding that ends 12/30 and will now be covered under the DSHS grant as authorized per the granting agency.

Data Analyst	Temp. Employee
Contact Tracer	Temp. Employee
Contact Tracer	Temp. Employee
Contact Tracer	Temp. Employee
Contact Tracer	Temp. Employee
Contact Tracer	Temp. Employee
Data Entry	Temp. Employee
Data Entry	Temp. Employee
Intern	Intern
Intern	Intern
Intern	Intern
Intern	Intern
Intern	Intern
Intern	Intern

Attachment: Amended Budget



TEXAS
Health and Human
Services

FY2020

COVID-19 Crisis CoAg

Applicant Information

Legal Name of Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, TX

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

State of Texas Comptroller Vendor ID #

(11 digit + 3 digit mail code):

17460022415002

DUNS # (9 digits required for subrecipient contracts):

09-7494884

Fiscal Year-End Date (MM/DD)

08/31

Type of Entity (Choose one)

City: ☐ Click on appropriate box
County: ☒
Other Political Subdivision: ☐
Nonprofit Organization: ☐
Community-Based Organization: ☐
Hospital: ☐
State Controlled Institution of Higher Learning: ☐
Other: ☐
Faith Based (Nonprofit Org): ☐

Contract Term:

Start Date: 12/1/2019

End Date: 8/31/2020

State-wide or Counties Served

State-wide or County(ies) Served:

Hays

Amount of Funding Allocated:

\$150,839.00

Minimum Unduplicated Clients to be Served



CONTACT PERSON INFORMATION

Legal Business Name:

Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Director: Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13 Submitter: Amy Fraga
Direct Phone: 512-393-2273 Ext:
E-mail: amy.fraga@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

Program Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Authorized Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):

111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

Additional Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

FFATA/Assurances Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	TOTAL BUDGET	DSHS Funds Requested (Allocation Amount)
A. Personnel	\$80,979	\$80,979
B. Fringe Benefits	\$6,195	\$6,195
C. Travel	\$0	\$0
D. Equipment	\$54,000	\$54,000
E. Supplies	\$6,641	\$6,641
F. Contractual	\$0	\$0
G. Other	\$3,024	\$3,024
H. Total Direct Costs	\$150,839	\$150,839
I. Indirect Cost Rate Amount	\$0	\$0
J. Total (Sum of H and I)	\$150,839	\$150,839

Direct Federal Funds	
Other State Agency Funds	
Local Funding Sources	
Other Funds	

Contract Total	\$150,839.00
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PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Position Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Total Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Name + Functional Title							
Hayden Matz - Data Analyst (D1)	N	Analys Covid Data	100%	N/A	\$3,507	3	\$8,766
Jennifer Whiddon - Contact Tracer (D1)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	3	\$6,587
Victoria Padilla - Contact Tracer (D1)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	3	\$6,587
Julianna Ramos - Contact Tracer (D1)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	3	\$6,587
Alisha Haskins - Contact Tracer (D1)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	3	\$6,587
Emmanuel Huerta - Contact Tracer (D1)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	3	\$6,587
Guillermo Salinas - Data Entry Specialist (D1)	N	COVID-19 Data Entry	100%	N/A	\$2,396	3	\$5,989
Nicholas Saucedo - Data Entry Specialist (D1)	N	COVID-19 Data Entry	100%	N/A	\$2,396	3	\$5,989
Part-Time Infectious Disease Intern - Michelle Gardner (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Part-Time Infectious Disease Intern - Maria Hernandez (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Part-Time Infectious Disease Intern - Makayla Tey (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Part-Time Infectious Disease Intern - Ariel Valdez (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Rachel - Infectious Disease Intern (D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Kasin Riley - Infectious Disease Intern (D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS							\$0
SalaryWage Total							\$80,979

FRINGE BENEFITS		Itemize the elements of fringe benefits in the space below:			
FICA = \$80979 x 6.2% = \$5021, MEDICARE x 1.45% = \$1174					
Total Number of FTEs:		12.50		Fringe Benefit Rate %	
				7.65%	
				Fringe Benefits Total	
				\$6,195	

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
Airfare					
Meals					
Lodging					
Other Costs					
Total	\$0				
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
Airfare					
Meals					
Lodging					
Other Costs					
Total	\$0				
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Revised: 07-13-2017

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel \$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
AgriOzein Advance Ozonation/Hydroxyl Missing Equipment (D5, D3)	Use to disinfect all Hays County Buildings now and on a regular basis moving forward	1	\$54,000	\$54,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$54,000

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost.

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Covid 19 Test (D6, E2)	1,300 tests at \$70 per test. Used to test for Covid-19.	\$802
General PPE Supplies (D5, D3)	Gloves, masks, themometers, hand sanitizer, gowns for emergengcy response and public health personnel. (we plan to purchase as much as we can for this amount)	\$5,839
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$6,641

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing (D3, B1)	Information sharing, brochures, signs, public information	\$3,024
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other: **\$3,024**

Indirect Cost Rate

Legal Name of Respondent:

Hays County Health Department

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Indirect Costs)

RATE:

BASE:

I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

I elect not to request indirect costs.

SUPPLEMENTAL FORMS INSTRUCTION

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form I - 1 Personnel) have been used, go to the supplemental template labeled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

Personnel Supplemental
Travel Supplemental
Equipment & Controlled Assets Supplemental
Supplies Supplemental
Contractual Supplemental
Other Costs Supplemental

PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Name + Functional Title							
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
			0.00				
					SalaryWage Total		\$0

TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$0

Revised: 07-13-2017

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel
\$0

 Other / Local Travel Costs: **\$0**

 Conference / Workshop Travel Costs: **\$0**
Total Travel Costs:
\$0

EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Total Amount Requested for Equipment:

\$0

SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

OTHER COSTS Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: \$0

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize payment to Cowboy Harley-Davidson of Austin for replacement and balance of a rear and front tire, 10K mile Service, and replacement of front brake pad in the amount of \$1,058.14 for the Hays County Constable, Pct. 4 Office, where no purchase order was issued as required by the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$1,058.14

LINE ITEM NUMBER

001-638-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable, Pct. 4	SMITH	N/A

SUMMARY

Hays Co. Constable, Pct. 4 motor unit required the replacement of the rear and front tire, a 10K mile service, and replacement of front brake pad on a 2020 Harley-Davidson motorcycle due to normal use.

Attached: Cowboy Harley-Davidson of Austin Invoice #188093

Cowboy Harley-Davidson of Austin
10917 IH-35 South
Austin, TX 78747
Phone: 512-448-4294

Repair Order Invoice

Doc Number: 188093
Service Writer: Michelle Martin
Date Printed: 11/17/2020
Date In: 11/17/2020
Cashier: Michelle Martin
Cashier Date: 11/17/2020

HAYS COUNTY CONSTABLE PRECINCT
195 ROGER HANKS PARKWAY
DRIPPING SPRINGS, TX 78620

Customer Information

Work Phone: 512-393-2259
Email: KIMBERLI.ANDREWS@CO.

Summary

Unit	Job	Job Total
2020 HD FLHTP	TOURING, 2017 - *, 10K SERVICE	\$238.40
2020 HD FLHTP	replace front and rear tire & balance	\$656.02
2020 HD FLHTP	replace front brake pads	\$141.52
Job Subtotal:		\$1,035.94
Misc:		\$22.20
Job Parts Subtotal:		\$691.94
Job Labor Subtotal:		\$344.00
Total:		\$1,058.14
Less Deposits:		\$0.00
Total Due:		\$1,058.14
A/R Charge - HAYS COUNTY CONSTABLE PRECINCT 4:		\$1,058.14

Notes from Scheduler:
full service on bikes
2 bikes coming in
*

KEYS/FOB (CIRCLE) NONE SADDLEBAG TOURPAK MIRROR IGNITION W/SHIELD POUCH FAIRING

Arrival Date: _____ Date Complete: _____
Safety Campaign Open: _____ Date/Time Called: _____
Warranty Exp: _____ Message: _____

REMOVED PARTS ARE AVAILABLE FOR PICK-UP. WILL BE THROWN AWAY IF LEFT MORE THAN 30 DAYS.

NOTICE: A SERVICE FEE OF \$5.00 PER DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 15 DAYS OF NOTIFICATION OF COMPLETION.

DISCLAIMER OF WARRANTIES:

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZATION OF REPAIRS:

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft, or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

Signature: _____

Detail**Unit** 2020 HD FLHTP**Color:****VIN/Serial No:**1HD1FMP10LB638992**Plate:**3391XY**Odom/Hrs In:**10,934**Out:**10,936**TOURING, 2017 - *, 10K SERVICE****Description:***CHECK FOR MAINTENANCE CONTRACT*

ALL PARTS LISTED - REMOVE OPTIONAL PARTS FROM JOB LINE.

*DOT 4 BRAKE FLUID HAS A 2 YEAR REPLACEMENT INTERVAL, WORST CASES OR BIKES THAT ARE 2 YEARS OLD AND OLDER MIGHT HAVE BRAKE FLUID MOISTURE CONTENT ABOVE 2% AND NEED THE BRAKE SYSTEM FLUSHED FOR AN ADDITIONAL CHARGE.

*SPARK PLUGS HAVE A 2 YEAR OR 30K MILE REPLACEMENT INTERVAL FOR AN ADDITIONAL CHARGE.

*COOLANT HAS A 3 YEAR OR 30K MILE REPLACEMENT INTERVAL FOR AN ADDITIONAL CHARGE.

*ALL WORK IS PERFORMED FOLLOWING HARLEY-DAVIDSON MAINTENANCE SCHEDULE AND TIMES.

Resolution:performed 10,000 mile service**Parts**

Part #	Qty	Description	Price	Discount	Total
62600005	6.00	SYN3,1-QT,BTL	\$12.95	(\$1.29)	\$69.96
17369-06	1.00	GASKET SERVICE KIT, 1K, 5	\$5.31	(\$0.53)	\$4.78
62700296	1.00	FILTER,OIL,BLACK	\$12.95	(\$1.29)	\$11.66
Parts Subtotal					\$86.40

Labor

Description	Technician	Hour	Total
CUSTOMER STATES PERFORM 10K SERVICE	Stanley Martin	1.8	\$152.00
Labor Subtotal			\$152.00
Job Subtotal			\$238.40

replace front and rear tire & balance**Description:**front has 2/32nds left (minimum tread)

rear has 2" gash in center of tread, deep cut

Resolution:replaced front and rear tire and balanced**Parts**

Part #	Qty	Description	Price	Discount	Total
43109-09A	1.00	TIRE FRONT D408F 130/80B1	\$241.95	(\$24.19)	\$217.76
43200027	1.00	TIRE REAR D407T 180/65B1	\$307.95	(\$30.79)	\$277.16
Disposal Fees-TIRE	2.00	Disposal Fees - Tire	\$5.00	\$0.00	\$10.00
95594-84C	10.00	WEIGHT,WHL,5-GRAM/BLACK	\$0.79	(\$0.08)	\$7.10
Parts Subtotal					\$512.02

Labor

Description	Technician	Hour	Total
replace front & rear tire & balance	Stanley Martin	1.8	\$144.00
Labor Subtotal			\$144.00
Job Subtotal			\$656.02

replace front brake pads**Description:****Resolution:**replaced both front brake pads, right side were wearing quicker than the left, dirt stuck in the pistons.

should replace both sets on front if needing 1 set for correct wear time.

Parts

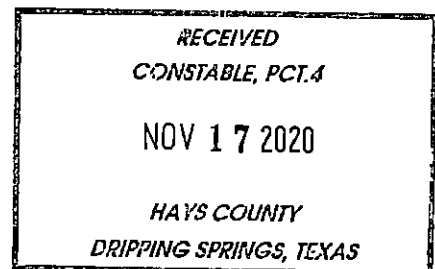
Part #	Qty	Description	Price	Discount	Total
41854-08	2.00	BRAKE PAD KIT	\$51.95	(\$5.19)	\$93.52
Parts Subtotal					\$93.52

Labor

Description	Technician	Hour	Total
replace front brake pads	Stanley Martin	0.6	\$48.00
Labor Subtotal			\$48.00
Job Subtotal			\$141.52

All Jobs Subtotal: \$1,035.94
Shop Supplies: \$22.20
Total: \$1,058.14

Less Deposits:	\$0.00
Total Due:	<u>\$1,058.14</u>
A/R Charge - HAYS COUNTY CONSTABLE PRECINCT 4:	<u>\$1,058.14</u>



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointment of Samantha Tuzo to the Hays County Child Protective Board, 3 year term ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

This position is for a three year term.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointments of Sharon O'Brien and Tom Richey to the Board for Emergency Services District #3, two year terms ending December 31, 2022.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Lon Shell

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Sharon O'Brien and Tom Richey have agreed to serve a two-year term beginning January 1, 2021.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointment of Roger Boyd to the Board of Emergency Services District #9, two year term ending December 31, 2022.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Lon Shell

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Roger Boyd has agreed to serve a two-year term beginning January 1, 2021. Term ending December 31, 2022.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointments of Ron Spangenberg, John White, and Eddie Gumbert to the Board of Emergency Services District #4, two year terms ending December 31, 2022.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Lon Shell

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Ron Spangenberg, John White, and Eddie Gumbert have agreed to serve a two-year term. Term ending December 31, 2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointment of Bruce Schneider and Carla Sisk to the Board of Emergency Services District #9, two year terms ending December 31, 2022.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Bruce Schneider and Carla Sisk have agreed to serve on this board for another term

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the reappointment of Ross Britt to the Board for Emergency Services District #3, two year term ending December 31, 2022.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Ross Britt has agreed to serve a two-year term.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the cancelation of Hays County Commissioners Court on January 19, February 2, March 16, April 6, May 25, June 29, October 12, November 30, and December 28, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

SUMMARY

Court dates have been presented for cancelation due to County Association Conferences and Holidays.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

BECERRA

SUMMARY

Permit #:	Road Name (PCT #):	Utility Company:	Type:
TRN-2020-4054-UTL	Northside of Yarrington Rd	Enertex NB. (Gas & Fiber)	Trench/Road Cut



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

**** Notification must be given IN WRITING at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. ****

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 1/1/2021 .

Utility Company Information:

Name: Enertex NB, LLC

Address: 9750 Farm to Market Rd 1488 TX

Phone:

Contact Name: Richard Bard

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2020-4054-UTL

Type of Utility Service: Natural Gas and Fiber Optic Telecommunications

Project Description:

Road Name(s): Northside of Yarrington Road (1/2 mile until TxDOT R.O.W. at Highway 21), , , , , Highway 21, ,

Subdivision:

Commissioner Precinct: 3

What type of cut(s) will you be using ? ☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. B.".

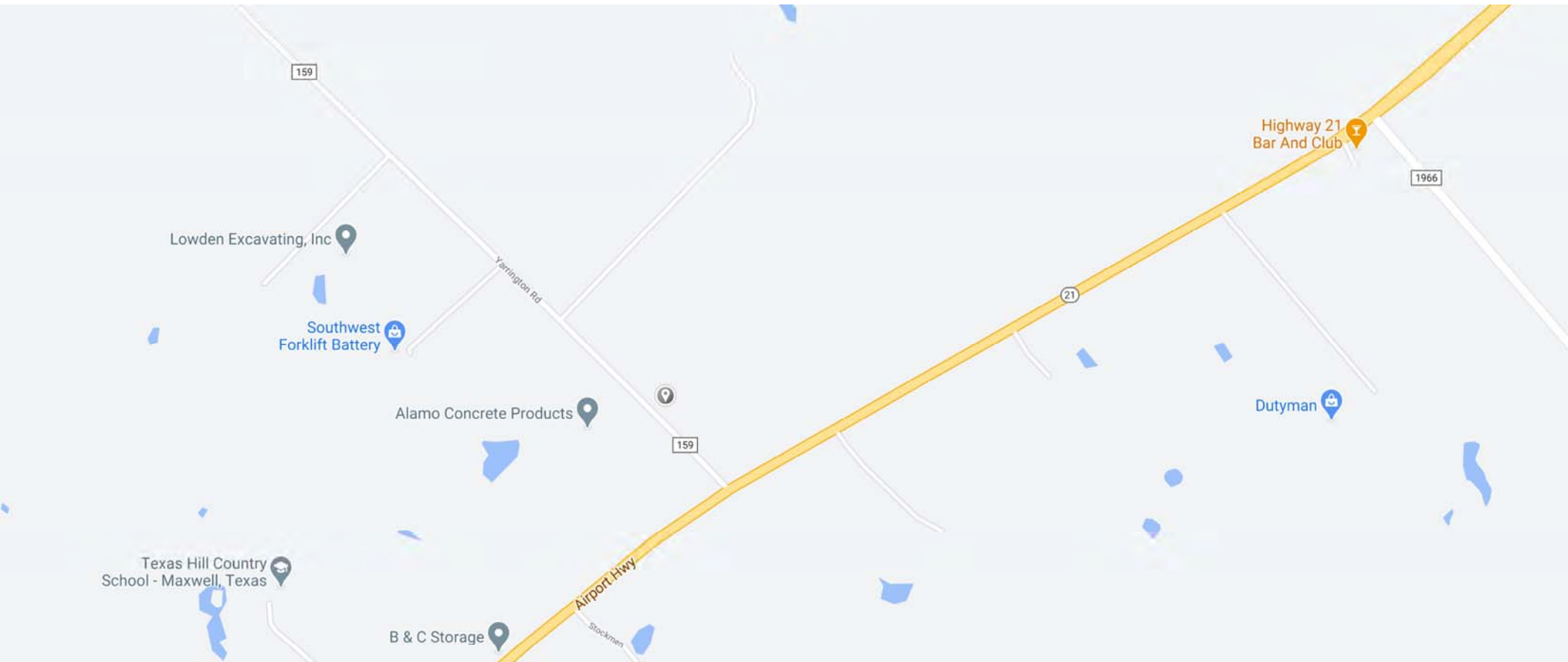
Engineering Technician

12/15/2020

Signature

Title

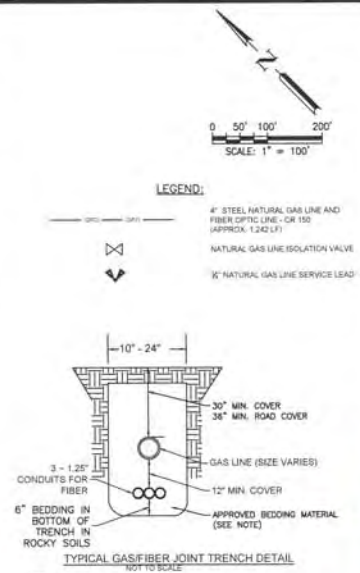
Date





1. MAOP = 100 PSI
2. ALL UTILITY WORK WITHIN

- ELEVATION AND PARCEL DATA SHOWN ARE DERIVED FROM AVAILABLE GIS DATA AT THE TIME OF THE SURVEY. THESE DATA MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR SHALL VERIFY THE LOCATION AND OWNER WITH THE LAND OWNER AND COME WITH ANY DISCREPANCIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM LAND OWNERS TO OPEN CUT DRIVEWAY AND SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION.
- SECTION 10. APPROXIMATELY 15 FEET IN DEPTH, CONTRACTOR MAY VARY THE SIZE AND DEPTH OF NECESSARY EXCAVATIONS TO ACCOMMODATE THE SPILLS FROM THE IT WILL BE REQUIRED TO BE REMOVED FROM THE SITE BY THE CONTRACTOR. CONTRACTOR SHALL NOT REMOVE MATERIAL THAT DOES NOT IMPACT THE EXISTING ACQUIRED EASEMENT.
- CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITY LOCATIONS AND TO ALL APPLICABLE SUBJECT MARKERS.
- CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TO BE PLACED AT THE LOCATION OF ALL PORTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING AND EVERY 100' ALONG THE LENGTH OF THE DRIVEWAY.
- CONTRACTOR SHALL ADHERE TO STANDARD PRACTICES FOR THE PROTECTION OF THE GAS MAIN WITH THE RAISED CURB AND SHALL MAINTAIN EXISTING CODE AND THE UTILITY PROVIDER.
- THE UTILITY PROVIDER WILL PLACE CONCRETE MARKERS TO IDENTIFY THE LOCATION OF THE EXISTING GAS MAIN.
- CONTRACTOR TO PLACE HANDHOLE AT THE INTERSECTION OF DRIVEWAY AND EVERY CROSSING.
- CONTRACTOR TO VERIFY 100' AND EVERY CROSSING.



ALL

POSSIBLE, THE TRENCH FLOOR SHALL PROVIDE A UNIFORM BEARING FOR EACH FULL LENGTH OF PIPE SECTION. PERFORM ALL EXCAVATIONS OF WHATEVER SUBSTANCE ENCOUNTERED TO THE DEPTHS SHOWN OR INDICATED ON THE DRAWINGS. PIPE SHALL BE BEDDED WITH A MINIMUM OF 6" OF APPROVED MATERIAL ABOVE AND BELOW PIPE. CONTRACTORS ARE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS (OSHA AND ANY OTHER AGENCIES THAT APPLY) ASSOCIATED WITH TRENCH CONSTRUCTION AND SHALL BE REQUIRED TO HAVE A TRENCH SAFETY PLAN PREPARED BY AN APPROVED PROFESSIONAL.

	<p>LAUBACH OFFSITE - EXHIBIT A</p>	<p>4" NATURAL GAS & 3-1.25" FIBER CONDUIT LINE EXTENSION PLAN AND PROFILE PLAN</p>		DESIGNED BY:	SD	Δ
				REVIEWED BY:	RB	Δ
				DRAWN BY:	EB	Δ
				DESCRIPTION:		Δ
		DATE:	APR			

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Veteran's Administration Office to purchase one new Dell Latitude 5410 with accessories valued at \$1,254.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$1,254

LINE ITEM NUMBER

001-720-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jude Prather	INGALSBE	N/A

SUMMARY

The VSO would like to purchase one additional laptop for the Asst. VSO Officer for secure remote capabilities. This purchase will also provide continuity of operations for veteran's assistance out in the field or potential closures. Funds are available within the Veteran's Administration operating budget due to changes within the transportation program.

Attachments: Dell Quote #3000075481932.1(laptop & carrier)
Dell Quote #3000075503461.1 (Adobe Pro)
DIR Contract #DIR-TSO-3763

Budget Amendment:

Increase Computer Equipment .5712_400 - \$1,075
Increase Data Supplies .5202 - \$39
Increase Software Licenses .5429 - \$140
Decrease Fuel .5271 - \$1,254

	Subtotal:	\$139.67
	Shipping:	\$0.00
	Non-Taxable Amount:	\$139.67
	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$139.67

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	Taxable Amount:	\$0.00
	Estimated Tax:	\$0.00
	Total:	\$139.67

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Shipping Group Details

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			Subtotal:	\$139.67
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$139.67

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Justice of the Peace Pct. 3 Office to purchase one replacement Fujitsu fi-7180 Scanner valued at \$1,469.99 utilizing the Justice Court Technology Fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$1,470

LINE ITEM NUMBER

112-628-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Andy Cable	SHELL	N/A

SUMMARY

The JP3 Office is requesting approval to purchase one replacement scanner for the front office staff. The current scanner utilized has malfunctioned, is no longer under warranty or repairable. Funds are available in the JP Technology Fund for this purchase. No General Funds are required.

Budget Amendment:

Decrease Data Supplies: 112-628-00.5202

Increase Computer_Ops: 112-628-00.5712_400

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for the Suds Monkey Brewing Company located at 12024 W US 290, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Caitlyn Strickland, Director of Development Services	SMITH	N/A

SUMMARY

Greg Plummer of Suds Monkey Brewing Company is proposing an OSSF to serve a restaurant and tasting room for the Suds Monkey Brewing Company. This 20.58 acre parcel of land will be served by a public water supply. The system designer, Greg Johnson, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 2400 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept \$6,000.00 in contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received \$6,000 in grant funding (\$5,000 from the Dunagan Foundation and \$500 from E.B. Crook for donations and \$500 grant award from St. Mark's Episcopal utilizing the county federal tax identification number as authorized.

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for the following expenses;

- >Basic clothing
- >Participation in extracurricular school activities and scholastic achievements
- >Equipment and services to encourage and assist academic success and improve graduation rates
- >Recognition of significant milestones
- >Provide for physical and mental health services not covered by governmental programs
- >Provide support for CPS case workers participation in professional training
- >Increase public awareness of child abuse

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend various departmental operating, special revenue and capital project budgets in preparation the County's FY 2020 year-end process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	INGALSBE	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Accept a \$100,000.00 grant donation from The Burdine Johnson Foundation for the Hays County Historical Jail Restoration Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$100,000

LINE ITEM NUMBER

144-676-00.4614/5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Johnson	INGALSBE	N/A

SUMMARY

The Historical Commission has received a grant donation for expenses related to the Phase IV restoration of the Historic Hays County Jail. The final phase of the restoration will be to fully restore the interior of the building including repair of wood floors on the ground floor and replacement where necessary; repair and refinish concrete floors; repair of the stairway and newel post; repair and paint plaster walls; security system; repair or replace all doors and interior wooden windowsills; insulation and; provide full ADA accessibility. In addition, this phase will once again provide electricity to the building and provide for the installation of HVAC systems. This multi-phase project will house a museum for Hays County in the future and will be a cornerstone to the revitalization of the historic Dunbar African American community (a locally designated historic district).

Budget Amendment:

Increase Capital Contributions .4304

Increase Misc. Capital Improvements .5741

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Amend all Constable Precinct Offices operating budget for uniform expenses as outlined to the new Collective Bargaining Agreement.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	N/A

LINE ITEM NUMBER

Constable's Uniform Expense

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Per the new CBA Agreement, effective October 1, 2020 Deputy Constables will receive county issued uniforms as outlined in Section 8.B.

"The Sheriff and Constables shall provide full sets of Uniforms (excepting bullet-proof vest and boots) to each Corrections Track, Deputy Sheriff Track Employee, and Deputy Constable Track Employees. Should a uniform require replacement, in the opinion of the Chain of Command, the Sheriff and Constables shall replace that uniform within a reasonable time. For the purposes of this paragraph, "full sets of Uniforms" shall consist of the following: "Uniformed Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employees," which the Parties agree shall pertain to Employees within those tracks who are required to wear a uniform during performance of most of their regular duties, shall receive the following:

- A) One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- B) Six shirts to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- C) Three pair of pants to satisfy the Class B uniform requirement.

These officers have previously received a monthly uniform allowance to make purchases. Funds will be moved from the salary allowance line item into a uniform expense line item.

Budget Amendment:
Decrease Uniform Allowance
Increase Uniform Expense

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to support the Downtown Association in collaboration with the Dunbar Heritage Association, Centro Cultural Hispano de San Marcos, and the Indigenous Cultures Institute who have joined together to create a mural of inspiration called Celebrate Diversity using \$250.00 of the County Judge's available Community Program fund and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 22, 2020	\$250

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

The County Judge would like to utilize available funding to bring this public mural installation reminding all citizens of the common thread we all share in diversification.

Funds are available within the County Judge's current operating budget to provide sponsorship support.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for RFQ 2021-Q04 General Consultant for Program Management Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 24, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) with the intent of negotiating a contract with qualified consulting firms to provide General Consulting and Program Management Services associated with the Hays County 2020 Parks Bond (Proposition A) Projects.

Attached:

RFQ 2021-Q04 General Consultant for Program Management Services
Attachment A: RFQ 2021-Q04 Qualification Survey
Attachment B: Parks and Open Space Advisory Commission - Bylaws
Attachment C: Appendix II to Part 200
Attachment D: DBE Commitment Agreement
Attachment E: FHWA 1273-2



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFQ 2021-Q04 General Consultant for Program Management Services Associated with the Hays County 2020 Parks Bond (Proposition A) Projects		Date Issued: December 24, 2020	
SOLICITATION			
Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until: 2:00 p.m. local time January 22, 2021. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFQ must be received in writing no later than 5:00 on January 15, 2021.	Phone No.: (512) 393-2283
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):	Contract Amount:	
Vendor:		Term of Contract:	
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:	
Important: Award notice may be made on this form or by other Authorized official written notice.	_____	_____	
	Hays County Judge	Date	
	_____	_____	
	Hays County Clerk	Date	

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Attachment C: Appendix II to Part 200	
Attachment D: DBE Commitment Agreement	
Attachment E: FHWA 1273 -2	

I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ____ 1. Solicitation, Offer and Award completed and signed
- ____ 2. Vendor Reference Form
- ____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ____ 4. Conflict of Interest Questionnaire completed and signed
- ____ 5. Code of Ethics signed
- ____ 6. HUB Practices signed
- ____ 7. House Bill 89 Verification signed and notarized
- ____ 8. Senate Bill 252 Certification
- ____ 9. Debarment & Licensing Certification signed and notarized
- ____ 10. Vendor/Bidder's Affirmation completed and signed
- ____ 11. Federal Affirmations and Solicitation Acceptance
- ____ 12. FHWA 1273 Certification
- ____ 13. Related Party Disclosure Form
- ____ 14. Qualification Survey
- ____ 15. DBE Commitment Agreement
- ____ 16. Any addenda applicable to this solicitation
- ____ 17. Electronic Submission of Bid Packet through BidNet Direct or
- ____ 18. One original of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1. **Type of Solicitation:** Request for Qualifications
2. **Solicitation Number:** RFQ 2021-Q04
General Consultant for Program Management Services Associated with the Hays County 2020 Parks Bond (Proposition A) Projects
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) originals and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct
5. **Deadline for Responses:** In issuing office no later than:
January 22, 2021; 2:00 p.m. Central Time (CT)
6. **Initial Contract Term:** **February 15, 2021 – September 30, 2021**
7. **Optional Contract Terms:** **Automatic annual renewal for five (5) years, unless otherwise noticed by either Party thirty (30) or more days in advance of any renewal date.**
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than January 15, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum and posted on CivicPlus, BidNet Direct and ESD websites for the benefit of all potential respondents after the question deadline. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with qualification submission.

11. Contact with County Staff (Anti-lobbying Requirement):

Upon issuance of this solicitation, employees and representative of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

December 24, 2020	Issuance of RFQ
January 15, 2021	Deadline for Submission of Questions (5:00 PM CT)
January 22, 2021	Deadline for Submission of Bids (2:00 PM CT) Late bids will not be accepted.
February 2021	Award of Proposals

III. Specifications

A. Introduction

Hays County, Texas (“County”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) with the intent of negotiating a contract with qualified consulting firms to provide General Consulting and Program Management Services associated with the Hays County 2020 Parks Bond (Proposition A) Projects. Any qualified consulting firms may submit a response to this RFQ provided it is qualified to perform the scope of services described herein. The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

The County placed Proposition A on the November 2020 ballot, which passed successfully with 70% voters’ approval. This proposition was for the issuance of \$75,000,000 in general bonds, along with other potential funding mechanisms, to establish parks, open spaces, conservation lands, and other recreational opportunities. As part of the \$75 Million authorized by the votes, the County has the potential opportunity to utilize \$30 million of Texas Water Development Board (TWDB) Clean State Revolving Fund (CWSRF) monies towards land acquisition on properties that could provide nonpoint source pollution mitigation and prevention, while still functioning as a low-impact recreational park or open space.

The County currently has 16 recommended projects by the first Parks and Open Space Advisory Commission (POSAC) formed prior to the proposition passing. Additional project submissions are to be expected. This will require an in-depth reevaluation of the existing recommended projects, with a newly formed POSAC 2.0, so that all projects receiving funding from either the general bond sales or the CWSRF are vetted appropriately. The value of these projects ranges from \$75 million to \$150 million (and potentially in excess of that amount) with entities providing matching funds. For more understanding about Proposition A and the current project submissions please visit www.hays2020parksbond.com.

The current and anticipated project opportunities to be established by the above funding sources range from sports fields/complexes, municipal parks and/or multipurpose facilities, connective multi-purpose trails, river recreation, open spaces to protect water quality and endangered species habitat, a skate park and a nature center.

Activities eligible for funding through Proposition A monies are constructing, improving, renovating, equipping and acquiring land and interest in land, buildings, and facilities for park and recreational purposes, including but not limited to constructing and improving parks and the acquisition of land in connection therewith; acquiring open space and conservation land and acquiring conservation easements on land for any authorized purposes, including to ensure its availability for recreational, or open-space use, or to protect wildlife habitat and water quality of creeks, rivers and springs; protecting natural resources by minimizing flood risks and improving flood safety; improving connectivity through the acquisition of land, construction, and improvement of trails, sidewalks and related infrastructure; and the levying of a tax sufficient to pay the principal of and interest on the bonds.

The categorical language of Proposition A is meant to address four different, but often overlapping, project types:

- **Water Quality Protection and Flood Mitigation** -This includes but is not limited to investment in water quality and water quantity of our aquifers via the establishment of conserved open spaces

with limited, passive public access and conservation and improvement of park areas that also contribute (or, if developed, would contribute) to flooding of populated areas or the degradation of existing waterways within Hays County. A secondary benefit is conservation and improvement of areas that contribute (or, if developed, would contribute) to flooding of populated areas or the degradation of existing waterways within Hays County. This category of project will also qualify as one of the other categories of parkland and will feature some form of public access.

- **Urban Parks** - which includes but is not limited to recreational facilities, courts, or fields, assembly areas for recreation and/or education, pocket parks, and the like;
- **Conservation and Open Space** - this pertains to acquiring acreage to protect and conserve wildlife corridors; to protect rare, threatened and endangered species habitat; and protecting historical and cultural landscapes.
- **Connectivity** - which includes but is not limited to hiking and biking trails, bridges over waterways, and connection to existing trail systems.

Any project may meet the goals of one or more of these categories, depending on the unique characteristics of that particular project.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of a response to this RFQ, or any other related costs. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

This RFQ outlines the roles of the Evaluation Committee to be used by the County in selecting competent consultant(s) from which the County may negotiate contracts for professional services necessary to complete the scoping, design, bidding and construction of various major and minor Capital Improvement Projects in **Section H. Evaluation Criteria**.

B. Scope of Work

The County is pleased to present this RFQ to solicit interest from prospective entities qualified to provide General Consulting and Program Management Services associated with the Hays County 2020 Parks Bond (Proposition A) Projects. The County is looking for a firm able to provide a wide range of services, therefore the Scope of Work has been divided into both “Project” and “Additional Related” services.

1. Project Services

This RFQ, being general in nature, will be used as a tool to determine the qualifications of entities to serve as a General Consulting with Program Management Services to accomplish the following tasks:

Program Management: The consulting firm shall be responsible for providing a full range of support for the general program management with the Parks Bond (Proposition A) project submissions, which may include, but is not necessarily limited to, conducting in depth reviews of multiple diverse project submissions requesting bond funding; perform financial analysis on anticipated project costs; and assist in master-plan development, architectural design, and other engineering tasks for the submitted projects. Entities employing staff with the following professional experiences will be viewed as favorable: public relations, grant writing, stakeholder facilitation, landscape architecture, park design, irrigation, architecture, horticulture, bike and

pedestrian design; construction inspection; rate studies; and other management services needed to help the County achieve community and development goals. The scope of work for each of the park bond project submissions will necessarily vary from project to project.

The selected firm will also facilitate, manage, coordinate and plan important meetings, public outreach/engagement, and potential site visits for the Parks and Open Space Advisory Commission (POSAC) 2.0 with the assistance of Hays County staff. This Commission will consist of five appointees from the Commissioners' Court, two at large members approved by vote of Commissioners' Court, and Hays County staff. The By-Laws of the first parks and open space advisory commission have been attached in Appendix A to provide a better understanding of the Commission's functions and tasks. Although, the POSAC 2.0 will operate under a different set of By-Laws given that the election has now passed.

The entities submitting an SOQ are encouraged to thoroughly review this scope of work and elaborate on the firm's methodology, schedule, personnel, and resources to provide the most qualified and best Project proposal on behalf of the County included in the areas of general project management, public outreach and education, planning, design, construction, operations and maintenance of the various capital improvement projects.

Financial Services: Projects may include specialized investigations and studies including, but not necessarily limited to, detailed consideration of operations, maintenance and expenses, financial evaluations; and audits or inventories required in connection with park-related construction performed by or on behalf of the County. The County will work with successful Offerors to define Project tasks that will achieve the County's goals within the available budget. During the Project, the County may explore development of additional work tasks identified under Section 2. Additional Related Services.

Proposed Projects:

There are currently 16 projects recommended for funding by the first Parks and Open Space Advisory Commission. A brief overview and maps of these proposed projects can be viewed at www.hays2020parksbond.com and are listed below. There have been a number of new project submissions with the anticipation of more to be submitted by various entities in the near future. In-depth review of all the project submissions after November 3, 2020 will be part of the responsibilities of the selected firm with the assistance of the POSAC 2.0, with input from Hays County staff members.

Current Recommended Projects (at a participation level to be determined by Commissioners Court):

- Coleman's Canyon Preserve
- Sentinel Peak Park & Preserve
- SMRF San Marcos Recharge Lands
- Purgatory Clean Water Preserve
- Violet Crown Trail
- Rathgebar Natural Resources Park
- Cape Road Fishing Pond
- Old Fitzhugh Road Multi-Use Trail
- Kyle Fajita Fields
- Dripping Springs Skate Park
- John Knox Ranch

- Dripping Springs Town Center
- Patriot's Hall
- Presa Grande Sink Creek Preserve
- Wimberley Nature Center

2. Additional Services:

General Needs: Projects may include overall park's needs, such as land appraisal, safety inspections, utility inspections, design; surveying and construction staking; archeological, cultural, environmental, and geotechnical investigations; specialty testing and analysis; and construction-phase administration. The selected consulting firm will have the capability of including third party contractors to perform any of the above tasks that can not be performed by Hays County staff.

C. Qualification Requirements

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record January 21, 2021.

D. Submittal Requirements

Vendor must deliver their proposals to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- All items must be in a sealed envelope marked with the Solicitation Number and Vendor Name on the outermost envelope

Electronic Proposals:

- Upload proposal with required forms manually signed by Vendor
- No thumb drive required with electronic submissions

- www.bidnetdirect.com/hayscounty

Proposal should include, but is not limited to:

Straightforward concise description of a firm's (joint venture's) ability to meet the requirements

Executive Summary

- Identify the services the firm (or joint venture) proposes to offer to the County
- Describe the firm (or joint venture) approach to performing all or portions of the Scope of Services outlined in this RFQ.
- A statement of the existence of or potential for any conflicts of interest with any work the firm (or joint venture) might perform for the County.

Project Organization

- Proposed organizational structure (including the proposed key personnel to be committed to specific disciplines).
- Resumes of key personnel listing roles and responsibilities (including professional credentials that demonstrate competencies directly related to the Scope of Services outlined in this RFQ).
- Provide names of all predecessor firms, affiliated entities, and previous business entities if Offer's firm (or joint venture) has changed names within the last five (5) years; or if the Offer's firm (or joint venture) has changed the legal status or form of the business within the last five (5) years; or if the principals operating the Offer's firm (or joint venture) operate similar businesses under other corporate names.

Project Methodologies and Management Plans

- Description in both narrative and graphic form of how the firm (or joint venture) proposes to manage projects.
- Description how each firm controls the quality of its work (QA/QC) on projects, both previously undertaken and ongoing.
- Description of proposed methods of communication with County staff and project stakeholders.

Project Schedules and Costing

- Outline methods of approach to include, but not necessarily limited to, project scheduling techniques, innovative approaches to design and construction, value engineering, and cost estimating.

Technical Resources

- Description of the analytical software and data management systems that would be used to accomplish work.

Past Project Experience

- A list of representative projects by those disciplines identified in this solicitation. Such projects should be recently completed or under design by the firm (or joint venture) and similar to the Scope of Services outlined in this RFQ. The project description should detail approximate project costs and dates of completion.
- A list of project references with names, addresses, phone numbers, and e-mail addresses.

Litigation Status

- A summary of the circumstances and status of any pending lawsuits or lawsuits filed against the firm (or joint venture) during the past three (3) years.

Confidentiality/Non-Disclosure Agreement

- Offer's recommended confidentiality and non-disclosure agreement that will apply to all its agents, employees, or representatives whatsoever written to protect the County from the unauthorized release of information maintained by the County in locations where Offeror may have access.
- A successful Offeror shall be required to modify any such agreements so that they are applicable to Offeror's business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the County Attorney's Office.

References

- Offeror shall provide three (3) references where Offeror has performed similar to or the same types of services as described herein. Please complete the Reference Form to provide the client contact information including phone and email, project description and date the work was performed

Proposal shall not exceed twenty (20) single-sided pages in length, but not including:

- Letter of Transmittal
- Title Page
- Table of Contents
- Front and rear covers
- Insurance Certificates
- Financial Statements
- Litigation Summaries
- Appendix materials

Sheet size is limited to 8½" x 11" sheets only, using 12-point font.

Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 20-page limit.

All portions of each proposal shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

E. State of Texas federally approved DBE program

Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Hays County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

F. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,

6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

G. Evaluation Criteria

The award shall be made to the responsible respondents whose qualifications are determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

During the evaluation process, the Evaluating Committee and the County reserve the right, where it may serve the County's best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal.

The Evaluating Committee will evaluate firm qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria **(Maximum Total Points 100)**:

- | | |
|---|------------------|
| 1. References | 10 points |
| Satisfaction with services performed and with the responsiveness of Project Manager on similar projects. | |
| 2. Project History/Experience | 25 points |
| Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. Prime firm and subconsultants must commit that staff proposed in this submittal would be available for the proposed work. County may desire to visit team's business addresses on a regular basis to follow progress of the work. | |
| 3. Capability | 25 points |
| County is interested in the prime firm's capability to perform all Project aspects, either directly or through a qualified consultant team. | |
| 4. Experience of proposed Staff | 40 points |
| Prime firm and subconsultants must have adequate and experienced current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. Prime firm and subconsultants must commit that staff proposed in this submittal would be available for the proposed work. County may desire to visit team's business addresses on a regular basis to follow progress of the work. | |

Interview (optional)	20 points Max.
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At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award work.

The Evaluating Committee will include the following Hays County staff:

- Staff members from the Office of General Counsel
- Staff members from the Auditor's Office
- The Natural Resources Coordinator
- Two Hays County Commissioner Court Members
- The Development Services Director
- The Transportation Department Planner

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility.

A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

H. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

Contractor or Individual's Obligation Regarding Evaluation

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. SUBMITTER REVIEW OF RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;
- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Elements of a Contract

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
 - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
6. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
 - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
7. MISCELLANEOUS.
 - a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.
 - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
 - c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.

- d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.
8. **NON-NEGOTIABLE TERMS.** The following terms or conditions are not negotiable:
- a. **Unfunded Liability.** The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
 - b. **Indemnification.** The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
 - c. **Advance Payments.** The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
 - d. **Gift of Public Property.** The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
 - e. **Procurement Laws.** The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
 - f. **Limitation of Liability.** The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
 - g. **Attorney's fees; Legal Costs.** The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
 - h. **Venue; Applicable Law.** This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the

duties under the proposal. Any contract executed as a result of this RFQ shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Qualifications (RFQ)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFQ and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract may be provided through the Hays County 2020 Park Bond. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed DBE subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project there is no specific

DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR CAUSE:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:
- To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
 - That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.
25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
 - Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
 - This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure

the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
28. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. FORFEITURE OF CONTRACT:
 - a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
 - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
 - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.
31. CONTRACTOR CLAIMS NOTIFICATION:
 - a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;

- iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

33. **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

34. **CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. **ADDITIONAL GENERAL PROVISIONS:**

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall

make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

38. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

39. **INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.	Date Received _____	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
 - b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
 - c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.
4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Wages**

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. **Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in

Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C.
Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Hays County 2020 Park Bond
Attachment A: Qualification Survey

(Complete all two pages of this form and include it with your RFQ Documents)

Company Name: _____

Address: _____

Key Contact: _____ Phone: _____

Email: _____

Description	Check Applicable Service		
	In-House	Sub-Consultant	N/A
Archaeology/Cultural Resources			
• Archaeology/Cultural Resources Review			
• On-Site Monitoring			
Biological Assessments and Documents (e.g. CAO, SEPA, EA, EIS)			
• Fish			
• Mammals			
• Plants			
• Sensitive Habitats			
Data Management			
• Geographic Information System (GIS) Spatial Data Management & Application Development			
Engineering Design and Construction Services			
• Bridge Design and Diagnostics (load ratings, etc.)			
• Construction Management & Inspection			
• Electrical Engineering			
• Geotechnical Design			
• Material Testing			
• Mechanical Engineering			
• Road Design			
• Stormwater Engineering			
• Traffic Signal Design			
Environmental Permitting			
• THC			
• EIS			
• Local Permitting (critical Areas, wetlands)			
• NOAA, USFWS, ACOE, FEMA, TCEQ, EPA			
Floodplain Management/Plans			
• Channel Migration Zone Policy Development			
• Flood Control Structure Design			

Hays County 2020 Park Bond
Attachment A: Qualification Survey

(Complete all two pages of this form and include it with your RFQ Documents)

Company Name: _____

Description	Check Applicable Service		
	In-House	Sub-Consultant	N/A
• Flood Hazard Management Plan Development			
Hazardous Materials			
• Hazardous Materials Site Assessment			
Surveying			
• Aerial Photographs & Topographic Mapping			
• GPS Surveying			
• Unmanned Aircraft Systems (UAS)			
Modeling, Analysis, & Design			
• Hydraulic			
• Hydrologic			
Right-Of-Way			
• Appraisal Services			
• Negotiation			
Recreational Facility			
• Site Investigation and Selection			
• Land Assessment and Acquisition			
Parks			
• Design			
• Implementation Supervision & Inspection			
• Monitoring			
• Architectural Series			
• Site Development			
Other			



**HAYS COUNTY
PARKS AND OPEN SPACE ADVISORY COMMISSION
BYLAWS
ADOPTED March 25, 2020**

Article I. Creation of the Commission

The Hays County Parks and Open Space Advisory Commission (The POSAC) operates under a charter that was approved by the Hays County Commissioners Court on March 3, 2020.

Article II. Roles and Responsibility of the Commission (Charter)

The POSAC is composed of ten members, with each of the five Commissioners Court members making two recommendations, confirmed by vote of the Hays County Commissioners Court. The POSAC, with organizational support and structural guidance from a consultant hired by Hays County, will establish their own operating procedures (in compliance with this charter) and elect its own Chairperson and Vice-Chair. All meetings will be open to the public, with notice of meetings being provided to each POSAC member and advertised publically at least seventy-two (72) hours in advance.

The role of the Commission shall be the following:

1. Establish a democratic, inclusive process to study a parks, open space, and conservation bond program that will yield project recommendations to the Hays County Commissioners Court meant to ensure the confidence and trust of Hays County voters.

This effort should be at stated meeting times, properly called, and at which all the members of the Commission or subcommission are given an opportunity to attend. Private communication with parties who, because of ownership, employment, consanguinity, or affiliation, will financially benefit from the planning, design, construction, or implementation of a candidate bond project must be disclosed by POSAC members at or before the next public meeting.

2. Receive information from Hays County staff regarding county roles and authorities, previous bond programs, Hays County Parks & Open Space Master Plan (2012), current needs for improved or additional facilities, related maintenance and operating costs for each project, and the financial capacity of the County to assume additional bond debt.

3. Identify the fundamentally critical needs for Hays County projects that include parks,

open space, scenic vistas, water quality, water quantity, endangered species habitat, access to water recreation, trails/trail systems, flood mitigation lands, and any other necessary land or water conservation project(s) in the context of the financial impact on taxpayers along with maintenance/management impacts, as well as community benefits.

4. Determine if candidate bond projects meet appropriate tests for inclusion in a bond program with an affordable financial scope as will be established by Commissioners Court and coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:

- _Optimize limited bond funding and maximize the value received for the outlay of taxpayer dollars by using creative, innovative financing vehicles and achieving economies of scale and other public benefits by partnering with public and private entities.
- _Projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better.
- _Projects should be able to be completed within five years of bond issuance.
- _All projects must be consistent with County adopted plans and policies.
- _All projects must demonstrate value and affordability and should include a fiscal impact analysis associated with operating and maintenance costs in order to inform the voting public.
- _All candidate projects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.
- _All projects should reflect Hays County's statutory responsibilities and include serious consideration of needs expressed by citizens and other local governmental entities.

5. Conduct public meetings throughout Hays County from the beginning to the end of the POSAC process, offering opportunities to receive public input on local needs and initiatives.

6. If a POSAC member stands to benefit financially from any project under consideration, whether personally, or within the 2nd degree of consanguinity or affiliation, that member should disclose that fact to the Commission and recuse himself/herself from deliberation or vote on that project.

7. Make recommendations to the Hays County Commissioners Court on the need for a

bond election and the prospects for conducting a successful election in November 2020. If the POSAC believes a bond program is warranted, make recommendations to the Court on the overall scope of a prospective bond package and recommend a prioritized list of projects and/or project types, and report on the fiscal impacts to the County and to local jurisdictions.

The final report shall also include recommendations on projects to be considered for funding through a future bond election. The POSAC is asked to provide an initial status report to the Commissioners Court within three months after their first meeting, with a final report due no later than July 14, 2020.

Article III. Election of Officers

The POSAC shall elect a Chair and a Vice-Chair who will serve in that capacity until the charter is fulfilled, or until that person is no longer a Member or no longer able to serve in that capacity, at which time they will be replaced by vote of the POSAC at a regularly called meeting. Such other officers may be elected as necessary to carry out the business of the Commission.

Article IV. Chair and Vice Chair

The Chair shall be the principal officer of the Commission and shall preside at all meetings of the Commission. In the absence of the Chair, the Vice-Chair shall preside at such meetings. In case the Chair and Vice-Chair are absent or unable to perform their duties, the Commission may appoint a Chair pro tem.

Article V. Quorum and Action

A minimum of Six (6) members (a quorum) of the Commission shall be present while business of the Commission is being conducted. Although it is the objective of the Commission to seek and achieve consensus on action items, the Commission may rely upon a majority vote of the members present at a meeting at which a quorum is present when consensus cannot be achieved. If a voted action represents a recommendation of the Commission, then the nay-voting members shall have an opportunity to file a minority recommendation. During a meeting at which a quorum has been established, and then subsequently lost due to members leaving, all remaining business items requiring a Commission vote or action must be postponed until the next scheduled meeting at which a quorum is established.

Article VI. Attendance

Members are expected to attend all meetings. Hays County will maintain attendance records documenting Commission member absences. If a member is unable to attend a scheduled meeting, notification must be provided to the Chair and Staff at least one (1) day prior to the meeting. A member's seat on the Commission shall be considered abandoned after four (4) Commission meeting absences and the Commission could then recommend that the Commissioners Court replace the member.

Article VII. Regular Meetings

The Commission shall meet regularly, having an estimated seven (7) to ten (10) meetings between March and July 2020. Meeting times and locations shall be designated as far in advance as possible, as a courtesy to POSAC members and the public.

Article IX. Public Meetings

All meetings of the Commission shall be open to the public, the time and location to be advertised publicly at least seventy-two (72) hours in advance. Each meeting shall provide some reasonable opportunity for members of the public to speak prior to the commencement of official business by the POSAC. If circumstances dictate that the Commission cannot meet in person, then it can opt to meet electronically (via Zoom, Team, GoToMeeting or some other platform), granted that adequate means for public involvement is provided (except for Executive Sessions, as described below) and properly advertised.

Article X. Executive Sessions

Although the POSAC's public meetings are not operated under Chapter 551 of the Texas Local Government Code (the Open Meetings Act), the Commission may, where appropriate, choose to hold the equivalent of Executive Sessions under that chapter, wherein the Commission deliberates or receives information outside the presence of members of the public. Executive Sessions should be limited to when the POSAC is discussing the purchase, exchange, lease, or value of real property; or a recommendation for removal of a member of the POSAC.

Article XI. External Communications and Public Involvement

1. *Document Releases*

The POSAC is not authorized to release any document representing an official position or policy of Hays County. Documents that would be considered executive material (reviewed by the POSAC in Executive Session) shall be reviewed for redaction by Hays County staff prior to their release.

2. *Web Page*

Hays County (or its consultant) will maintain a web and/or Facebook page that will contain information about Parks and Open Space projects, as well as the POSAC meeting dates, and links to agendas, minutes of meetings, and other documents under consideration.

3. *Procedures for Handling Citizen's Comments*

a. *Oral Comments Made at Public Meetings and at Hearings*

The fact that a citizen commented shall be recorded in the minutes of the meeting.

b. *Written Comments*

Written comments provided to Hays County's lead consultant for the POSAC will be shared with Commission Members at the next POSAC meeting.

c. *Phone Calls*

Phone comments made to Hays County staff or consultants will be shared with the Commission Members at the next POSAC meeting.

Article XII. Internal Communications Between Staff and Commission

1. ***Points-of-Contact for the Commission***

Although Commission Members are not prohibited from communicating with staff members of the County or other third parties regarding the work of the Commission, Members are encouraged to communicate through either Karen Ford, WaterPR, or Tammy Crumley, Hays County Director of Countywide Operations (or her designee within the Department of Countywide Operations), which will facilitate the compilation of questions, ideas, and problems being raised by Members.

2. ***Proposals and Internal Documentation***

Where appropriate, all documents, including maps and cost estimates will be marked “Draft” or “Draft Subject to Change” on every page. Project lists shall always be marked “Draft” or “Draft Subject to Change” until such list is given final approval by the Commissioners Court.

Article XIII. Administrative Support

Hays County staff and/or consultants will serve as administrative support to the POSAC, posting notices when appropriate, keeping minutes and records of meetings, supplying information, facilitating project presentations, performing technical analysis, and various other tasks as assigned. Printed or scanned copies of summary minutes for each meeting shall be permanently maintained on file.

Article XIV. Rules of Order

Commission meetings shall be governed in a way that provides opportunity for each member to speak and be heard. If the Commission is able to achieve consensus in its discussions, a simple affirmative vote of the Commission will suffice to achieve formal action. If the Commission cannot achieve consensus on a proposed action, then the Commission may follow a more formal parliamentary procedure, with a motion, followed by a second, and a recorded vote of the Commission members.

Article XV. Amendment of Bylaws

These Bylaws may be altered or amended by a majority vote of the Commission at any regular meeting of the Commission at which a quorum is present.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #:		County:		Contract-CSJ:	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
Total					
<p>The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.</p>					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor:			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		
DBE:			Name/Title (please print):		
Vendor No.:			Signature:		
Address:					
Phone:	Fax:		Date:		
E-mail:					
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:	Fax:				
E-mail:			Date:		

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for RFP 2021-P01 Elevator Maintenance and Repair Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE

CONSENT

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Tammy Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Hays County (County) is soliciting for a vendor to perform elevator maintenance and repair services for all Hays County elevators throughout Hays County. The objective of this agreement is to seek proposals for preventative maintenance services, routine repairs, emergency services and on-call services for all Hays County elevators.

Attached:

RFP 2021-P01 Elevator Maintenance and Repair Services

Attachment A: Cost Proposal



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFP 2021-P01 Elevator Maintenance and Repair Services		Date Issued: December 24, 2020	
SOLICITATION			
Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until: 1:30 p.m. local time January 22, 2021. Proposals received after the time and date set for submission will be returned unopened.			
For information please email: purchasing@co.hays.tx.us		Questions concerning this RFP must be received in writing no later than 5:00 on January 15, 2021.	Phone No.: (512) 393-2267
OFFER (Must be fully completed by Respondent)			
In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments. MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.			
Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			
NOTICE OF AWARD (To be completed by County)			
Funding Source:	Awarded as to item(s):		Contract Amount:
Vendor:			Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:		Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	_____		_____
	Hays County Judge		Date
	_____		_____
	Hays County Clerk		Date

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I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Debarment and Licensing Certification
- ___ 10. Vendor/Bidder's Affirmation completed and signed
- ___ 11. Federal Affirmation and Solicitation Acceptance completed and signed
- ___ 12. Related Party Disclosure Form completed and signed
- ___ 13. Any addenda applicable to this solicitation
- ___ 14. Completed bid form
- ___ 15. Electronic Submission of Bid Packet through BidNet Direct or
- ___ 16. One original of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2021-P01
Elevator Maintenance and Repair Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic proposals can be submitted through BidNet Direct, no thumb Drive required.
- 5. Deadline for Responses:** In issuing office no later than:
Monday, January 22, 2021; 1:30 p.m. Central Time (CT)
- 6. Initial Contract Term:** February 2021 – January 2022
- 7. Optional Contract Terms:** Four (4) one (1) year optional renewals
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Wednesday, January 15, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.
- 11. Contact with County Staff:** Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or

any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

December 24, 2020	Issuance of RFP
January 15, 2021	Deadline for Submission of Questions (5:00 PM CT)
January 22, 2021	Deadline for Submission of Proposals (1:30 PM CT) Late proposals will not be accepted.
February 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is soliciting for a vendor to perform elevator maintenance and repair services for all Hays County elevators throughout Hays County. The objective of this agreement is to seek proposals for preventative maintenance services, routine repairs, emergency services and on-call services for all Hays County elevators.

B. Scope of Work

Make	Model	Traction or Hydraulic	Site	Address	State ID
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#1 - 79805
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#2 - 79806
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#3 - 79807
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#4 - 79808
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#5 - 79809
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#6 - 79810
Kone	Solid State/KCM831	Traction/Electric	Govt. Center	712 S. Stagecoach Trl.	#7 - 79811
Dover	Solid State/DMC-1	Hydraulic	Courthouse	111 E. San Antonio St.	#1 – E035169
Otis Elevator Comp.	655153	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	
Otis Elevator Comp.	655152	Hydraulic	Public Safety Building	810 S. Stagecoach Trl.	

The Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full and complete preventative maintenance services and repairs for all Hays County elevators described herein and their respective equipment components in accordance with the original manufacturer's design specifications, operational efficiencies, and capacities.

- The Contractor shall provide a preventative maintenance program to deliver service tailored to the buildings' specific needs. Equipment type, component life, equipment usage, and building environment will be taken into account when planning routine short- and long-term maintenance schedules and records for each elevator. Industry Standard work processes will be used.
- The Contractor shall keep the elevators maintained and operating at the original speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer.
- The Contractor shall not be responsible for upgrading equipment to meet changes in code or requirements as may be recommended or directed by insurance companies, federal, state, municipal, or other governmental authorities.
- The Contractor shall notify the County in advance of any suggested and/or required upgrades and shall provide a written estimate of cost.
- The Contractor shall perform monthly PMs on all Hays County elevators.
- The Contractor shall make all repairs necessary due to normal wear and tear. The Contractor shall notify the County in advance of such needed repairs and shall provide a written estimated cost.

1. Personnel Qualifications and Expectations:

- a. The Contractor will use trained, licensed personnel directly employed and supervised by the Contractor. Sub-contracting work is not allowed under this agreement. Employees will be

- qualified to keep the equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.
- b. The Contractor shall have and maintain backup technicians who are qualified in all respects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems.
- c. During the performance of maintenance or repair services, all employees of the Contractor shall display a Company issued picture ID badge.
- d. The Contractor agrees to furnish the Facility Maintenance Manager a copy of each work order and that work order shall be annotated with the name of the person(s) authorizing/requesting to the work, the scope of work, and the nature of the original complaint and/or problem with the recommended corrective actions to be taken by the Contractor.

2. Working Hours and Response Time:

- a. All routine work shall be performed during regular working hours and days. Regular working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for service within two (2) hours of notification.
- b. Any condition that impede the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public or County employees will be considered an emergency. Calls for emergency services must be responded to in person within two (2) hours. Services will be required twenty-four (24) hours a day, seven (7) days a week, including holidays. When a person is stuck in an elevator, response time shall be no longer than forty-five (45) minutes.
- c. The Contractor shall provide the County with a telephone number for contacting the contractor's office during normal and non-duty hours and during non-duty and holidays, twenty-four (24) hours per day, seven (7) days per week.

3. Traction Elevators:

The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

- a. Machine, worm, gear, thrust bearings, drive sheaves, drive sheave shafts bearings, brake pulley and brake coil, contact, linings and component parts.
- b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
- c. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
- d. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro-computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
- e. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- f. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemble, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
- g. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices.
- h. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller.

The Contractor will also:

- i. Examine monthly all safety devices and governors and conduct annual no-load tests, and each fifth year perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked, and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed.
- j. Load weighing devices will be calibrated after annual and five-year safety tests.
- k. Renew all wire ropes as often as is necessary to maintain as adequate factor of safety; equalize the tension on all hoist and compensation ropes and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
- l. Repair or replace conductor cables and hoistway and machine room elevator wiring as required.
- m. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

- n. Emergency lighting, batteries, trickle charger and related wiring and components.
- o. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
- p. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
- q. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
- r. All handicap devices that are part of the elevator system.
- s. All elevator related earthquake devices.

4. Hydraulic Elevators:

The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

- a. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
- b. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
- c. Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
- d. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system platform, wood platform flooring in the elevator car, car guide rails, car guide shoes, gibs or rollers.
- e. Filters, mufflers and muffler components.

The Contractor will also:

- f. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI A17.1 or other applicable codes.
- g. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.

- h. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Hays County Facility Maintenance Manager with copies of the M.S.D.S. for all materials stored and used on-site.
- i. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required. A copy of the findings shall be furnished to Hays County within thirty (30) calendar days of the analysis.
- j. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the County's prior approval:

- k. Emergency lighting, batteries, trickle charger and related wiring and components.
- l. Wiring, components, and other devices associated with the systems and devices directly related to elevator communication.
- m. Fire Emergency Operation and elevator operating devices (only those systems and devices directly related to the elevator system).
- n. Emergency power operation and elevator operating devices (only those systems and devices directly related to the elevator system).
- o. All handicap devices that are part of the elevator system.
- p. All elevator related earthquake devices.

5. Tests and Reports:

- a. Yearly inspection and report: Contractor shall conduct annually a non-load, low speed test of elevator cars and counterweight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as require by code. Every fifth year, Contractor shall conduct a rated load, rated speed safety test and a test of governors' safeties and buffers. The result of each test shall be delivered to the County in writing within fourteen (14) days of date of test.
- b. Annual performance evaluation and report: Contractor warrants that it shall conduct annual evaluations of equipment performance, including car speed, door operations, riding quality, car leveling, floor to floor time and system operation, including traffic handling response time and step indexing. The results of the evaluation and report shall be delivered to the County in writing within thirty (30) days of the test.
- c. Contractor reports – Operation problems: Contractor shall immediately communicate verbally and in writing within two (2) days to the County the discovery, cause and correction of all potential operational problems of an unusual or potentially hazardous nature that the Contractor becomes aware of. A letter is to be sent to the Facility Maintenance Manager stating causes and corrective action.
- d. The Contractor agrees to maintain complete accurate records of ALL maintenance services performed, repairs made, and replacement parts used and billed for during the period of this agreement. All equipment defects and deviations from normal operating characteristics and specifications shall be recorded on the preventive maintenance services.

C. Qualifications

Hays County is seeking to contract with a competent provider of elevator maintenance and repair services who meets the following minimum requirements:

- Proven expertise and competence to deliver requested services.
- Resources to quickly respond to the County's requests for assistance.

- At least five (5) years of experience delivering the services requested in this RFP.
- Individuals and employees who have the necessary experience, training, education, and understanding to provide the required services.
- The Contractor and each technician shall hold valid licenses that are required through the Texas Department of Licensing and Regulation, and other required certification/licenses for elevator inspection, maintenance and repair services.

D. Proposal Requirements

Proposals shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including:

- Letter of Transmittal
- Title Page
- Table of Contents
- Appendix materials
- Front and rear covers

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 20-page limit.

E. Cost Proposal (Attachment A)

Fill out Attachment A and return as your Cost Proposal. The cost proposal – Attachment A should be included in your proposal and not as a separate document. The cost proposal shall include:

- Fixed monthly rate for Preventative Maintenance per location.
- Hourly Rate Schedule: A statement of hourly rates for all proposed staff classifications.
- Cost of Materials: The contractor shall provide a markup percent to be added to the cost of the required parts for service calls. The contractor will be required to submit supplier invoice to ensure the accurate percentage is being calculated.
- Other Potential Charges: clearly define and describe any additional or other charges offered.

Any proposal that does not include Attachment A will be deemed non-responsive.

F. Evaluation Criteria

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- 1. Program understanding/program approach** **35 points**
The firm's proposal adequately demonstrates an understanding and experience in elevator maintenance and repair services, which is documented in its proposal.
- 2. Experience** **35 points**

The firm's technical expertise and professional references with similar work.

Qualifications of the firm and the individuals assigned to perform the work.

3. **Program schedule** **20 points**

Thoroughness of the program schedule; ability to fulfill program requirements within the selected timeframe, availability of staff as required by the County.

4. **Program cost proposal** **10 points**

Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

G. Submittal Requirements

Vendor must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent(s) on the basis of “best value”. Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

THE CONTRACTS AWARDED shall be based on but not necessarily limited to, the following factors:

- Total price
- Vendor’s qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County’s evaluation of vendor’s ability
- Vendor’s references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility.

A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BIDDER AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be ninety (90) calendar days.

The successful bidder expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to accept in part or in whole any proposal submitted and waive any technicalities for the best interest of the County.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

I. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The

County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

Contractor or Individual's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

J. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective

action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the

contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or have any questions please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="padding: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. _____		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____		
Signature of vendor doing business with the governmental entity _____		Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee’s immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of
_____(Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder’s Affirmation

- 2. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
- 3. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 4. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;
_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require

that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____

Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

RFP 2021-P01 Elevator Maintenance and Repair Services

Attachment A: Cost Proposal

Total cost of Preventative Maintenance:

Fixed cost per location (stated price includes labor and materials to perform the required monthly preventative maintenance).

- **Hays County Courthouse** \$ _____ per month
111 E. San Antonio Street
San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Dover	Solid State/DMC-1	Hydraulic	#1 – E035169

- **Government Center** \$ _____ per month
712 S. Stagecoach Trail
San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Kone	Solid State/KCM831	Traction/Electric	#1 – 79805
Kone	Solid State/KCM831	Traction/Electric	#2 – 79806
Kone	Solid State/KCM831	Traction/Electric	#3 – 79807
Kone	Solid State/KCM831	Traction/Electric	#4 – 79808
Kone	Solid State/KCM831	Traction/Electric	#5 – 79809
Kone	Solid State/KCM831	Traction/Electric	#6 – 79810
Kone	Solid State/KCM831	Traction/Electric	#7 – 79811

- **Public Safety Building** \$ _____ per month
810 S. Stagecoach Trail
San Marcos, TX 78666

Make	Model	Traction or Hydraulic	State ID
Otis Elevator Comp.	655153	Hydraulic	
Otis Elevator Comp.	655152	Hydraulic	

RFP 2021-P01 Elevator Maintenance and Repair Services
Attachment A: Cost Proposal
SERVICES OTHER THAN PREVENTATIVE MAINTENANCE

Charges shall consist of actual time at the job site. An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.

Hourly Charges: (The hourly rate stated below is on services other than the Preventative Maintenance.) Below includes a breakdown of hourly rates for Forman, Adjuster, Mechanic, and Helper

An experienced, Licensed Forman, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

An experienced, Licensed Adjuster, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

An experienced, Licensed Mechanic, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

An experienced, Licensed helper, qualified to perform all types of Elevator services:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

- **Parts:** Contractor's Percentage of Mark-up from Contractor's Cost: Please indicate as a Percentage. The contractor will be required to submit supplier invoices to ensure the accurate percentage is being calculated. The County reserves the right to conduct random audits on the any pricing.

_____ %

- **Other Charges:** All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection services for the Dacy Lane Reconstruction Project in Precinct 2; and authorize staff and counsel to negotiate a contract.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

2016 Bond Funds

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry H. Borcharding

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

This action will provide for project oversight during construction.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the selection of HDR Inc. to perform Construction Engineering and Inspection services for the RM 3237 at RM 150 roundabout project in Precinct 3; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 22, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	SHELL	N/A

SUMMARY

This action will provide for project oversight during construction of the roundabout at the intersection of RM 3237 and RM 150. This project is part of the 2016 Road Bond Program. HDR Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P08. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #1059746 in the amount of \$93,520.55 and the acceptance of roads into the county road maintenance system for Rutherford West subdivision, Section 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 22, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Passion Flower Lane (1,309 ft.) and a segment of Nature View Loop (3,418 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the release of the revegetation bond #PB03016800381 in the amount of \$59,538.00 for Rutherford West subdivision, Section 5.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 22, 2020	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends the release of the revegetation bond that was issued for Rutherford West subd., Section 5 as a result of our latest inspection verifying 70%+ vegetative coverage of all disturbed areas with the County ROW.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the selection of Garver, LLC to provide engineering design services for drainage and low water crossing improvements at Bear Creek Pass and Sycamore Creek Drive project in Precinct 4; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 22, 2020	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SMITH	N/A

SUMMARY

The Precinct 4 drainage and low water crossing improvements at Sycamore Creek Drive and Bear Creek Pass (CR 367) [25-870-034] project is included in the 2016 Road Bond Program and is one of the highest priorities in Precinct 4 and in the County. Garver, LLC has been pre-qualified by Hays County for the requested services through RFQ 2018-P08. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of \$724,309.50 for Trails at Windy Hill, Phase Three Subdivision (Bond # 7901052373).

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

BORCHERDING

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

The final plat for the Trails at Windy Hill, Phase Three subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

PERFORMANCE BOND

Bond No. 7901052373

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Nationwide Mutual Insurance Company, a surety company authorized to do business in the State of Florida (hereinafter referred to as "SURETY"), are held and firmly bound unto the Hays County, Texas (hereinafter referred to as "COUNTY"), in the sum of Seven Hundred Twenty Four Thousand Three Hundred Nine and 50/100 (\$724,309.50) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/Trails at Windy Hill Phase 3 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Southgrove/Trails at Windy Hill Phase 3 Roadway Improvements

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY

fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 20th DAY OF November, 2020 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba D.R.
Horton, Inc.

By: [Signature]

Name: Adib Khoury

As its: Assistant Secretary

ADDRESS:

10700 Pecan Park Blvd., 4th Floor Palm Bay
Austin, TX 78750

STATE OF FLORIDA)
COUNTY OF BREVARD)

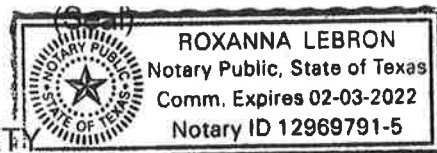
BEFORE ME personally appeared Adib Khoury who is personally known to me, or has produced COAS as identification, and who executed the foregoing instrument as Assistant Secretary of Continental Homes of Texas, LP, and severally acknowledged to and before

me that [he] [she] executed such instrument as Officer of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 30 day of November, 2020.

My commission expires: 02-03-2022

Notary Public



SURETY

Nationwide Mutual Insurance Company

WITNESS: Dawn Morgan
Dawn Morgan

BY: James I. Moore
James I. Moore, Attorney-in-Fact

(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:
7 World Trade Center, 37th Floor
New York, NY 10007

STATE OF ILLINOIS
COUNTY OF DUPAGE

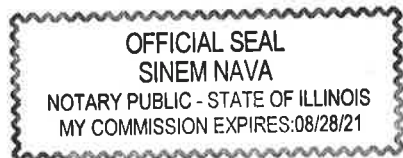
BEFORE ME personally appeared James I. Moore who is personally known to me, as identification, and who executed the foregoing instrument as Attorney-in-Fact of Nationwide Mutual Insurance Company, a corporation, and severally acknowledged to and before me that [he] [she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 20th day of November, 2020.

My commission expires: August 28, 2021

Sinem Nava
Notary Public

(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

James I. Moore

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901052373

Principal

Continental Homes of Texas, L.P. dba D.R. Horton, Inc.

Obligee

Hays County, TX

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

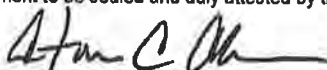
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

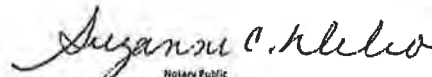


ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

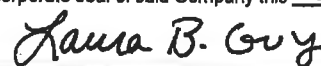


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of November, 2020



Assistant Secretary

BENCHMARK #3

NAVD-88

NAVD-88

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	CLASSIFICATION
SPIDER LILY DRIVE	VARIES	544 FT.	MINOR COLLECTOR
APACHE PLUM DRIVE	50 FT.	2,005 FT.	LOCAL
FROSTWEED DRIVE	60 FT.	811 FT.	MINOR COLLECTOR
TOTAL LINEAR FEET:		3,360 FT.	

LEGEND

D.E. DRAINAGE EASEMENT
 D.O.C. DOCUMENT
 D.R.H.C. DEED RECORDS OF HAYS COUNTY
 G.B.R.A. GUADALUPE-BLANCO RIVER AUTHORITY
 H.C.P.R. HAYS COUNTY PLAT RECORDS
 M.U.E. MUNICIPAL UTILITY EASEMENT
 N.O. NUMBER
 O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
 O.S. OPEN SPACE
 P.G. PAGE
 P.R.H.C. PLAT RECORDS OF HAYS COUNTY
 R.O.W. RIGHT-OF-WAY
 VOL. VOLUME
 [RECORD CALL DOC. NO. 17016288
 > RECORD CALL VOL. 18, PG. 68
 [RECORD CALL VOL. 103, PG. 10
 { RECORD CALL VOL. 2019, PG. 889
 • FOUND 1/2" IRON ROD
 (UNLESS OTHERWISE NOTED)
 SET 1/2" IRON ROD W/ "BGE, INC." CAP
 CALCULATED
 PROPOSED SIDEWALK

FEMA ZONE "AE"

STREET NAME BREAK SYMBOL

RAILS AT WINDY HILL
PHASE 1
DOC. NO. 19046208
O.P.R.H.C.

CALLED 12.565 ACRES
 MARIO DIEGO AND YASMIN DIEGO PEREZ
 DOC. NO. 17013654. O.P.R.H.C.

FINAL PLAT
TRAILS AT
WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

OF WINDY
J. WILLIAMS SURVEY
A-533

REMAINDER OF A CALLED 161.170 ACRES
(TRACT 5)
D.E. AND NOVA CRUMLEY
FAMILY LIMITED PARTNERSHIP
DOC. NO. 9904912, O.P.R.H.C.

REMAINDER OF A CALLED 100 ACRES
— D.E. CRUMLEY AND WIFE NOVA JANE CRUMLEY
VOL. 208, PG. 354 D.R.H.C.

C.R. 123/MATHIAS LANE
(R.O.W. VARIES, NO DEED OF RECORD)

FOSTER PLACE
SECTION THREE
VOL. 18, PG. 068
O.P.R.H.C.

VICINITY MAP
NOT TO SCALE

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE
PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204,
NAD83. COMBINED SCALE FACTOR = 0.9999091101

A FIFTEEN (15) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT M.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT M.U.E. IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.

FOSTER PLACE
/OL. 103, PG. 10
O.P.R.H.C.

S 47°01'40" E 537.88
(S 46°58'36" E 537.61
{S 47°00'40" E 537.92
[S 46°26'46" E 537.88

OWNER: CONTINENTAL HOMES OF TEXAS, L.P.
ADDRESS: 10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TX. 78750
PHONE: (512) 345-4663 FAX:

ACREAGE: 18.564 ACRES
SURVEY: SAMUEL LITTLE SURVEY NO. 8 ABS NO. 286

NUMBER AND ACREAGE RESIDENTIAL: 103 LOTS/14.080 ACRES
BY LOT TYPE: OPEN SPACE: 4 LOTS/0.397 ACRE
 RIGHT-OF-WAY: 4.087 ACRES

PLAT PREPARED: 12/31/2019

SURVEYOR: BGE, INC. (JONATHAN O. NOBLES, RPLS)
PHONE: (512) 879-0441 FAX:

ENGINEER: BGE, INC. (TIMOTHY M. HOLLAND, PE)
PHONE: (512) 879-0433 FAX: _____

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	103	14,080 AC.
RIGHT-OF-WAY	-	4.087 AC.
OPEN SPACE	4	0.397 AC.
TOTAL	107	18,564 AC.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
BPELS Licensed Surveying Firm No. 10106502

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C2	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C3	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C4	39.27'	25.00'	90°00'00"	S 88°01'37" W	35.36'
C5	10.40'	15.00'	39°42'54"	S 23°10'10" W	10.19'
C6	147.86'	50.00'	169°25'49"	N 88°01'37" E	99.57'
C7	10.40'	15.00'	39°42'54"	N 27°06'56" W	10.19'
C8	39.27'	25.00'	90°00'00"	N 88°01'37" E	35.36'
C9	10.40'	15.00'	39°42'54"	N 23°10'10" E	10.19'
C10	147.86'	50.00'	169°25'49"	S 88°01'37" W	99.57'
C11	10.40'	15.00'	39°42'54"	S 27°06'56" E	10.19'
C12	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C13	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C14	10.40'	15.00'	39°42'54"	S 66°49'50" E	10.19'
C15	147.86'	50.00'	169°25'49"	N 01°58'23" W	99.57'
C16	10.40'	15.00'	39°42'54"	S 62°53'04" W	10.19'
C17	23.56'	15.00'	90°00'00"	N 01°58'23" W	21.21'
C18	23.56'	15.00'	90°00'00"	S 01°58'23" E	21.21'
C19	23.56'	15.00'	90°00'00"	S 88°01'37" W	21.21'
C20	39.27'	25.00'	90°00'00"	N 01°58'23" W	35.36'
C21	23.56'	15.00'	90°00'00"	N 88°01'37" E	21.21'
C22	24.59'	50.00'	28°10'41"	N 17°24'03" E	24.34'
C23	39.42'	50.00'	45°10'24"	N 54°04'36" E	38.41'
C24	36.52'	50.00'	41°50'59"	S 82°24'43" E	35.71'
C25	39.34'	50.00'	45°05'02"	S 38°56'42" E	38.34'
C26	7.98'	50.00'	9°08'42"	S 11°49'50" E	7.97'
C27	2.48'	50.00'	2°50'43"	S 04°44'04" W	2.48'
C28	46.55'	50.00'	53°20'33"	S 32°49'42" W	44.89'
C29	36.52'	50.00'	41°50'59"	S 80°25'28" W	35.71'
C30	32.65'	50.00'	37°25'00"	N 59°56'32" W	32.08'
C31	29.65'	50.00'	33°58'33"	N 24°14'45" W	29.22'
C32	29.65'	50.00'	33°58'33"	N 69°42'01" W	29.22'
C33	49.19'	50.00'	56°21'47"	N 24°31'51" W	47.23'
C34	42.68'	50.00'	48°54'28"	N 28°06'16" E	41.40'
C35	26.34'	50.00'	30°11'01"	N 67°39'01" E	26.04'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 43°01'37" E	190.00'
L2	N 46°58'23" W	31.47'
L3	N 43°01'37" E	130.00'
L4	N 43°01'37" E	115.00'
L5	N 43°01'37" E	50.00'
L6	S 46°58'23" E	115.13'
L7	N 43°01'37" E	120.00'
L8	N 51°44'12" W	60.21'
L9	N 53°25'45" E	9.74'
L10	N 53°25'45" E	20.33'
L11	S 54°59'31" W	48.60'
L12	S 88°01'37" W	8.97'
L13	N 01°58'23" W	9.12'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
60	F	5,200
61	F	5,200
62	F	6,500
63	F	5,200
64	F	6,500
65	F	7,931
66	F	6,749
67	F	5,400
68	F	6,750
69	F	5,400
70	F	7,911

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	K	7,752
2	K	5,200
3	K	6,500
4	K	5,200
5	K	6,451
6	K	6,189
7	K	12,748
8	K	7,754
9	K	5,524
10	K	4,600
11	K	5,750
12	K	5,750
13	K	5,750
14	K	6,766
15	K	7,152
16	K	6,000
17	K	6,600
18	K	6,000
19	K	4,800
20	K	4,800
21	K	6,000
22	K	7,200
23	K	6,008
24	K	4,980
25	K	6,271
26	K	7,477
27	K	5,200
28	K	6,500
29	K	5,200

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
33	M	7,085
34	M	4,813
35	M	4,814
36	M	6,019
37	M	6,020
38	M	4,798
39	M	6,472
40	M	12,593
41	M	7,937
42	M	4,767
43	M	5,064
44	M	6,328
45	M	6,326
46	M	6,302
47	M	1,869

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	L	7,002
2	L	4,700
3	L	4,700
4	L	4,700
5	L	5,875
6	L	4,700
7	L	4,700
8	L	5,875
9	L	7,050
10	L	5,875
11	L	4,700
12	L	4,700
13	L	7,002
14	L	7,002
15	L	4,700
16	L	4,700
17	L	5,875
18	L	7,050
19	L	5,875
20	L	4,700
21	L	4,700
22	N	5,875
23	L	4,700
24	L	4,700
25	L	4,700
26	L	6,916

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	N	1,867
2	N	6,296
3	N	6,314
4	N	5,049
5	N	5,048
6	N	6,009
7	N	12,363
8	N	4,590
9	N	4,807
10	N	6,298
11	N	5,020
12	N	5,003
13	N	6,230
14	N	4,965
15	N	4,948
16	N	6,162
17	N	7,359
18	N	6,104
19	N	4,864
20	N	4,847
21	N	6,036
22	N	6,009
23	N	7,177
24	N	4,763
25	N	4,747
26	N	2,570

FINAL PLAT TRAILS AT WINDY HILL PHASE 3

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS



BGE, Inc.
101 West Louis Herma Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CONTINENTAL HOMES OF TEXAS, L.P., BEING THE OWNER OF AN 81.3113 ACRE TRACT OF LAND OUT OF THE SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY GENERAL WARRANTY DEED AS RECORDED IN INSTRUMENT NUMBER 18043360 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 18.564 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 AND 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

TRAILS AT WINDY HILL PHASE 3

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____ DAY OF _____, 20____, A.D.

ADIB KHOURY, ASSISTANT SECRETARY
CONTINENTAL HOMES OF TEXAS, L.P.
10700 PECAN PARK BLVD. SUITE 400
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADIB KHOURY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

PRINT NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

**PRELIMINARY, THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELED
UPON AS A FINAL SURVEY DOCUMENT**

JONATHAN O. NOBLES, R.P.L.S. _____ DATE _____
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728



STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN DOCUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS, MBA, PhD
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/ INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

TOM POPE, C.F.M., R.S.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

TRAILS AT WINDY HILL PHASE 3 IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF GOFORTH SPECIAL UTILITY DISTRICT AND THE NORTH HAYS COUNTY M.U.D. NO. 1. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE DISTRICT'S PUBLIC WATER AND WASTEWATER SYSTEM.

MARIO TOBIAS, GENERAL MANAGER
GOFORTH SPECIAL UTILITY DISTRICT _____ DATE _____

MICHAEL CHASE, PRESIDENT
NORTH HAYS COUNTY M.U.D. NO. 1 _____ DATE _____

THIS PLAT WAS REVIEWED BY THE CITY OF KYLE PLANNING & ZONING COMMISSION,
AND HEREBY APPROVED ON THIS THE ____ DAY OF _____, 20____, A.D.

CITY OF KYLE, PLANNING & ZONING
COMMISSION CHAIRPERSON

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE AND HAYS COUNTY.
2. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE RECHARGE ZONE OR THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS SUBDIVISION IS WITHIN UNSHADED ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48209C0293F AND 4209C0291F, REVISED SEPTEMBER 2, 2005. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY (LIMITS OF DETAILED STUDY STOP AT THE SOUTH BOUNDARY LINE OF THE PARENT TRACT).
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.

6. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
7. GREENBELT/DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF EACH RESIDENTIAL STREET AND MAINTAINED BY THE ADJACENT PROPERTY OWNER. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
9. GAS IS PROVIDED BY CENTERPOINT ENERGY.
10. TELEPHONE/CABLE PROVIDED BY FRONTIER.
11. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
12. WASTEWATER SERVICES ARE PROVIDED BY NORTH HAYS COUNTY MUD #1 AND OPERATED BY GUADALUPE-BLANCO RIVER AUTHORITY OF TEXAS.
13. WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
14. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOME OWNERS ASSOCIATIONS.
15. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
16. THE TOTAL NUMBER OF LOTS (RIGHT-OF-WAY DEDICATIONS NOT INCLUDED) IS 104. THE AVERAGE LOT SIZE IS 0.136 ACRE. THE NUMBER OF LOTS GREATER THAN 10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 5-10 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 2-5 ACRES IS 0. THE NUMBER OF LOTS BETWEEN 1-2 ACRES IS 0. THE NUMBER OF LOTS SMALLER THAN 1 ACRE IS 104.
17. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS; CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
18. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
19. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN-PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY ROW.
20. THIS SUBDIVISION IS LOCATED IN HAYS COUNTY ESD 2 & 8.
21. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE LOCATIONS SCALED FROM THE TEXAS GLO GIS DATA, THE PLAT OF COUNTRY ACRES SECTION ONE AND AS DESCRIBED ON THE ORIGINAL 33.99 AND 100 ACRE TRACTS OF LAND DESCRIBED IN VOLUME 155, PAGES 485 AND 532 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

GUADALUPE-BLANCO RIVER AUTHORITY NOTES:

1. THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY IN THE AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, AND RELOCATING BURIED AND/OR EXPOSED SANITARY SEWER FACILITIES AND APPURTENANCES.
2. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, GBRA SHALL HAVE THE RIGHT TO REMOVE SAID LANDS OF ALL TREES OR PARTS THEREOF, OR ANY OTHER OBSTRUCTIONS WHICH MAY ENDANGER, OR INTERFERE WITH MAINTENANCE OF, THE FACILITIES AND APPURTENANCES.
3. OTHER UTILITIES, STRUCTURES, GRADING, DRAINAGE, DETENTION/RETENTION PONDS, LANDSCAPING, TREES, ROADS, PARKING LOTS, FENCES, WALLS, CONSTRUCTION OF ANY TYPE, OR ANY OTHER IMPROVEMENTS OR OBSTRUCTIONS, ARE NOT ALLOWED WITHIN GBRA EASEMENTS.
4. DESIGNS FOR ANY PROPOSED ALTERATIONS OR CROSSINGS OF GBRA EASEMENTS MUST BE APPROVED IN WRITING BY GBRA AND THE INSTALLATION OF SUCH MUST BE INSPECTED AND APPROVED BY GBRA.
5. MAINTENANCE OF EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
6. THE PROPERTY OWNER MUST INSTALL 16 FOOT GATES IN ANY FENCES THAT CROSS GBRA UTILITIES; GATES MUST BE CENTERED ACROSS GBRA UTILITIES.
7. CUSTOMER SANITARY SEWER SERVICES SHALL NOT BE INSTALLED WITHIN FENCED AREAS.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

**FINAL PLAT
TRAILS AT
WINDY HILL PHASE 3**

A SUBDIVISION OF 18.564 ACRES OF LAND
LOCATED IN THE
SAMUEL LITTLE SURVEY NO. 8, ABSTRACT NO. 286
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept the maintenance bond rider extension #1060750 until June 30, 2021 for Sunfield subd., Phase 2, Section 8.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 8 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until June 30, 2021.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060750
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Sunfield Phase Two Section Eight (2-8) - Streets and Drainage
Effective date of Rider 12/4/2020

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended to the date of June 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 4th day of December, 2020.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

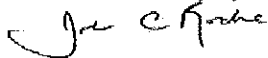
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

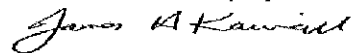
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America




James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.





Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of December, 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept the maintenance bond rider extension #1848963 until June 30, 2021 for Shadow Creek subd., Phase 9, Section 2.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Shadow Creek subd., Phase 9, Section 2 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until June 30, 2021.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1848963
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Shadow Creek Subdivision Phase 9 Section 2 Drainage and Pavement Improvements
Effective date of Rider 12/4/2020

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended to the date of June 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 4th day of December, 2020.

By: 

Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of **Whorton Insurance Services of Austin, Texas** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

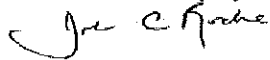
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 31st day of May, 2017.

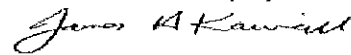
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President




The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.


On this 31st day of May, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.


Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of December, 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept the maintenance bond rider extension #1060751 until June 30, 2021 for Sunfield subd., Phase 2, Section 11.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 11 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until June 30, 2021.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bond Rider

Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

To be attached to and form part of **Bond Number** 1060751
issued to DNT Construction, LLC
in favor of Hays County, Texas
described as Sunfield Phase Two Section Eleven (2-11) Streets and Drainage
Effective date of Rider 12/4/2020

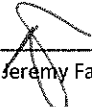
The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to ☒ Bond term changed to
☐ Name changed to ☐ Bond penalty changed to
☐ Other change

Warranty extended to the date of June 30, 2021

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 4th day of Decmber, 2020.

By: 
Jeremy Farque, Attorney In Fact

Distribution copy to:

DNT Construction, LLC
2300 Picadilly Drive
Round Rock, TX 78664

Whorton Insurance Services
11200 Jollyville Rd.
Austin, TX 78759

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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**Tom Mulanax, David Whorton, Michael Whorton, Jim Whorton, Noe Moreno, Rachel Martinez,
Pollyanna Lengel and/or Jeremy Farque**

Of Whorton Insurance Services of Austin, Texas each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

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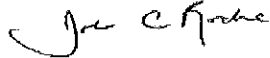
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RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

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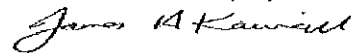
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America




James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
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Diane J. Marino, Notary Public
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GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of December, 2020

CERTIFIED COPY


Theodore G. Martinez, Vice President

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept Letter of Credit No. 1041 for street and drainage improvements for 6 Creeks Phase 1 Section 5A in the amount of \$287,381.45.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

BORCHERDING

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

The final plat for the 6 Creeks Phase 1 Section 5A Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



HMBRR DEVE%00000%0021204169%1470%12112020%0131319%38706



IRREVOCABLE LETTER OF CREDIT

Borrower: HMBRR Development Inc
1011 N Lamar Blvd
Austin, TX 78703-4991

Lender: American Bank, N.A.
American Bank Westlake
P.O. Box 6469
Corpus Christi, TX 78466-6469

Beneficiary: Hays County
111 E San Antonio
San Marcos, TX 78666

NO.: 1041

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 12-11-2021 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Two Hundred Eighty-seven Thousand Three Hundred Eighty-one & 45/100 Dollars (\$287,381.45) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each draft must be accompanied by an original affidavit executed by an authorized officer of the Beneficiary stating that the amount of the draft represents outstanding invoices, or portions thereof, that were not paid within 60 days from the date of the invoice.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank, N.A. IRREVOCABLE LETTER OF CREDIT NO. 1041 DATED 12-11-2020," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: December 11, 2020

LENDER:

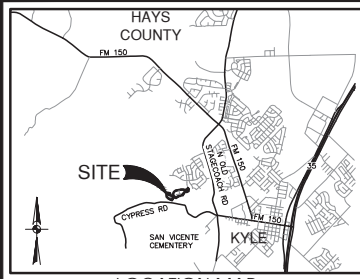
AMERICAN BANK, N.A.

By: 

John B. Greenwood, Austin Market President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures



LOCATION MAP
NOT TO SCALE

A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW.

A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT.

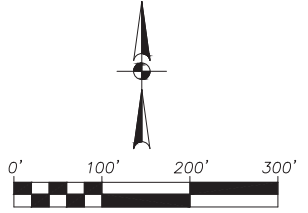
A TEN (10) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.

FINAL PLAT OF 6 CREEKS-PHASE 1, SECTION 5A

A 42.949 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TYPE FIRM REGISTRATION #7011 | TOPOLS FIRM REGISTRATION #10008800
DATE OF PREPARATION: October 20, 2020



LEGEND

- AC ACRE(S)
- BLK BLOCK
- ESMT EASEMENT
- ETJ EXTRATERRITORIAL JURISDICTION
- VOL VOLUME
- PG PAGE(S)
- ROW RIGHT-OF-WAY
- GETCV GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
- DOC NO. DOCUMENT NUMBER
- HOPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- HCDR DEED RECORDS OF HAYS COUNTY, TEXAS
- (SURVEYOR) FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- 1140 SET 1/2" IRON ROD (PD)
- 1140 SET 1/2" IRON ROD (PD) ROW
- EXISTING CONTOURS
- PROPOSED CONTOURS
- ORIGINAL SURVEY/COUNTY LINE
- C CENTERLINE
- KYLE CITY LIMITS
- 20' DRAINAGE EASEMENT

OWNER: HMBRR DEVELOPMENT, INC.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 481-0303 P
(512) 481-0333 F

ACREAGE: 42.478 ACRES

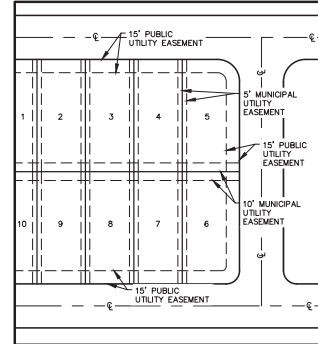
SURVEY: SAMUEL PHARASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT 360

PROPOSED RESIDENTIAL LOTS: 57
PROPOSED OPEN SPACE LOTS: 4

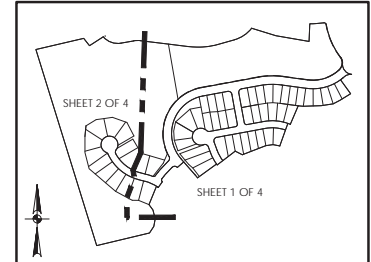
DATE: June 29, 2020

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TX 78213
(210) 375-9000 P
(210) 375-9010 F

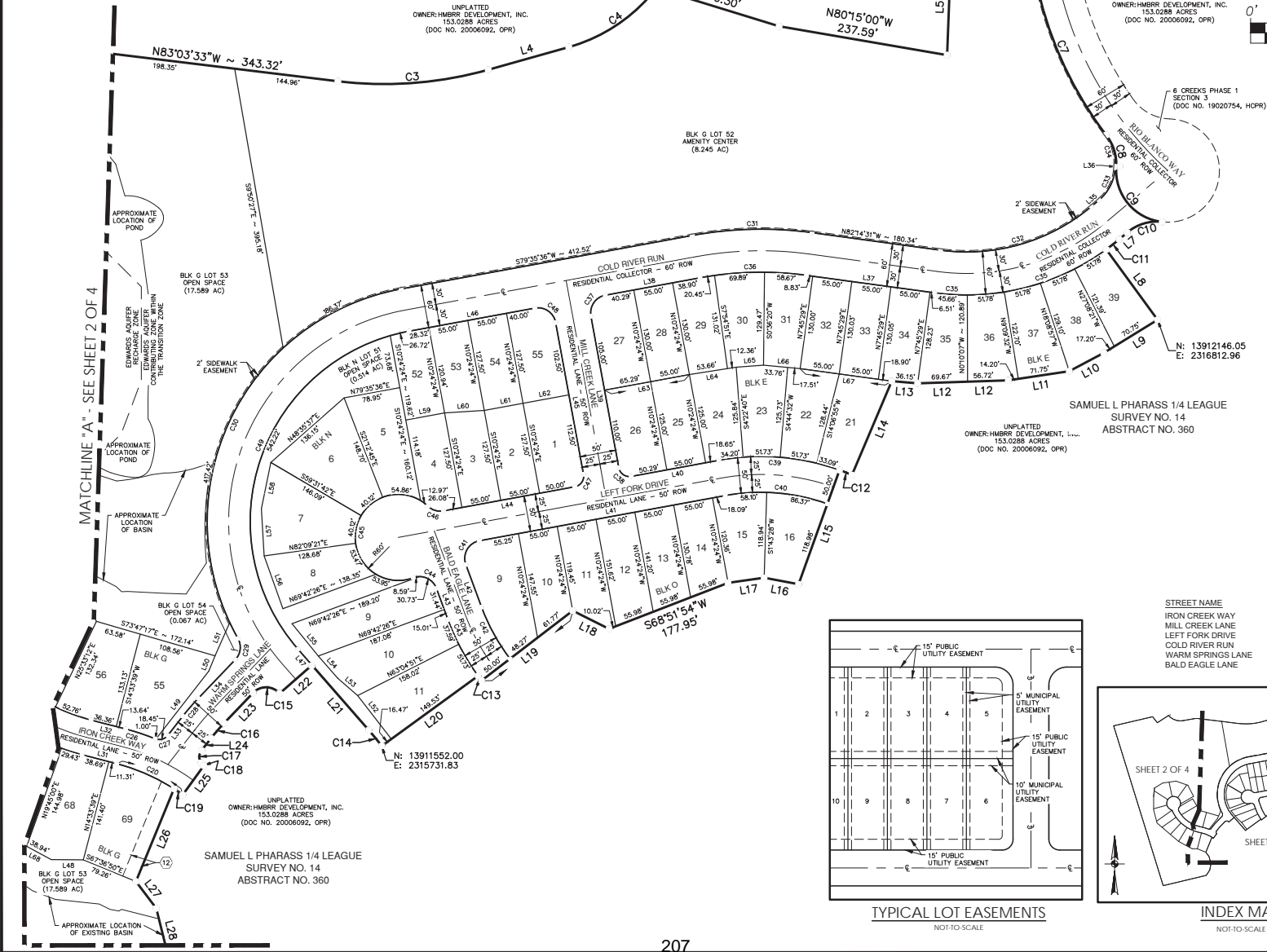
STREET NAME	STREET CLASSIFICATION	STREET LENGTH
IRON CREEK WAY	RESIDENTIAL LANE	484.14'
MILL CREEK LANE	RESIDENTIAL LANE	310.00'
LEFT FORK DRIVE	RESIDENTIAL LANE	616.37'
COLD RIVER RUN	RESIDENTIAL COLLECTOR	1777.35'
WARM SPRINGS LANE	RESIDENTIAL LANE	215.42'
BALD EAGLE LANE	RESIDENTIAL LANE	212.68'



TYPICAL LOT EASEMENTS
NOT TO SCALE



INDEX MAP
NOT TO SCALE





SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TYPED FIRM REGISTRATION #470 | TOLPS FIRM REGISTRATION #1000800
DATE OF PREPARATION: October 20, 2020

* LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE.

FINAL PLAT OF 6 CREEKS-PHASE 1, SECTION 5A

A 42.949 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARRASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

N: 13912458.15
E: 2314591.04

S76°54'53"W ~ 346.51'

BLK G LOT 53
OPEN SPACE
(17.589 AC)

UNPLATTED
ROBERT SCOTT MANCE
JASON SCOTT BRADSHAW
JOEL RUSSELL BRADSHAW
260.12 ACRES
(VOL. 4459, PG. 137, OPR)

S173°23'E ~ 1449.32'

BLK G LOT 53
OPEN SPACE
(17.589 AC)

SAMUEL L PHARRASS 1/4 LEAGUE
SURVEY NO. 14
ABSTRACT NO. 360

MATCHLINE "A" - SEE SHEET 1 OF 4

MATCHLINE "A" - SEE SHEET 1 OF 4

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N38°27'18"W	65.75'
L2	S57°13'32"E	115.24'
L3	S79°51'50"W	90.21'
L4	S74°16'11"W	116.67'
L5	S84°22'21"W	54.85'
L6	S49°53'36"W	14.60'
L8	S36°07'46"E	121.39'
L9	S58°21'56"W	87.95'
L10	S62°05'51"W	54.60'
L11	S81°26'57"W	85.95'
L12	S88°07'55"W	126.39'
L13	N85°08'20"W	36.15'
L14	S22°58'57"W	142.17'
L15	S19°43'34"W	168.98'
L16	N79°16'29"W	48.79'
L17	S81°53'36"W	50.81'
L18	N63°24'08"W	56.55'
L19	S52°31'24"W	160.04'
L20	S53°57'39"W	166.00'
L21	N41°08'21"W	120.36'
L22	S48°51'39"W	60.00'
L23	S43°45'06"W	58.24'
L24	S37°55'23"W	21.54'
L25	S35°53'04"W	50.00'
L26	S22°19'45"W	139.65'
L27	N37°06'44"W	46.97'
L28	N14°01'02"W	64.88'
L29	N10°30'44"E	54.14'
L30	N33°06'54"E	55.61'
L31	S75°26'21"E	50.00'
L32	S75°26'21"E	50.00'
L33	N37°55'23"E	34.04'
L34	N43°45'06"E	74.46'
L35	N49°53'36"E	13.75'

LINE TABLE		
LINE #	BEARING	LENGTH
L36	N35°22'24"E	1.92'
L37	N82°44'31"W	180.34'
L38	S79°55'36"W	134.20'
L39	S10°24'24"E	215.00'
L40	N79°35'36"E	123.94'
L41	S79°35'36"W	348.35'
L42	S20°17'34"E	63.24'
L43	N20°17'34"W	46.45'
L44	S79°35'36"W	186.08'
L45	S10°24'24"E	215.00'
L46	N79°35'36"E	178.32'
L47	S41°08'21"E	29.64'
L48	N89°33'24"W	44.72'
L49	N37°52'42"E	120.10'
L50	S22°19'45"W	22.91'
L51	N23°51'47"E	50.57'
L52	N37°49'03"W	76.60'
L53	N48°55'18"W	36.92'
L54	N41°08'21"W	41.02'
L55	N39°07'11"W	58.11'
L56	N19°34'10"W	78.12'
L57	S3°20'23"E	65.85'
L58	S11°29'50"W	65.85'
L59	S79°35'36"W	55.00'
L60	S86°23'35"W	55.39'
L61	S79°35'36"W	55.00'
L62	S79°35'36"W	65.00'
L63	S79°35'36"W	120.29'
L64	S81°01'30"W	66.02'
L65	S85°44'59"W	38.17'
L66	N84°36'53"W	51.27'
L67	N82°12'52"W	128.90'
L68	N61°41'53"W	133.53'

CURVE TABLE				
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	135.00'	59°19'59"	S70°28'11"E	139.80'
C2	165.00'	17°04'37"	S89°24'08"W	49.00'
C3	535.00'	22°38'16"	N85°37'19"E	210.01'
C4	235.00'	36°22'29"	N56°06'56"E	146.70'
C5	331.91'	7°54'05"	N88°24'27"E	45.74'
C6	15.00'	89°19'07"	N51°04'24"W	21.09'
C7	530.00'	27°20'11"	S23°36'06"E	250.48'
C8	65.24'	42°18'34"	N17°30'38"W	47.09'
C9	72.00'	87°32'06"	S40°04'08"E	99.61'
C10	65.00'	46°16'12"	S73°01'43"W	51.08'
C11	330.00'	3°58'38"	N51°52'55"E	22.90'
C12	322.42'	31°8'43"	N68°39'38"W	18.64'
C13	325.00'	12°16'15"	S36°45'29"E	8.15'
C14	480.00'	32°3'45"	N39°26'29"W	28.44'
C15	25.00'	95°06'33"	N88°41'38"W	36.90'
C16	275.00'	5°49'43"	S40°50'14"W	27.96'
C17	15.00'	70°31'44"	S23°39'17"W	17.32'
C18	15.00'	21°30'35"	S43°21'39"E	5.60'
C19	275.00'	30°44'46"	N55°39'19"W	14.78'
C20	275.00'	21°19'24"	N64°46'38"W	101.76'
C21	325.00'	50°46'00"	S50°03'21"E	278.64'
C22	25.00'	42°52'16"	N46°06'29"W	18.27'
C23	60.00'	286°02'53"	S75°28'49"W	72.18'
C24	25.00'	6°18'40"	S45°05'55"W	27.71'
C25	275.00'	46°37'55"	S52°07'23"E	217.69'
C26	325.00'	7°38'46"	N71°36'57"W	43.34'
C27	15.00'	74°17'03"	N75°03'54"E	18.11'
C28	325.00'	5°49'43"	S40°50'14"W	33.05'
C29	25.00'	73°17'11"	N7°08'31"E	29.84'
C30	330.00'	109°07'40"	S25°01'45"W	537.74'
C31	530.00'	18°09'54"	S88°40'32"W	167.33'
C32	270.00'	47°51'53"	N73°49'33"E	219.06'
C33	63.50'	46°49'12"	N28°29'00"E	50.46'
C34	63.50'	41°56'35"	N16°17'54"W	45.45'
C35	330.00'	47°51'53"	N73°49'33"E	267.73'
C36	470.00'	18°09'54"	S88°40'32"W	148.38'
C37	25.00'	90°00'00"	S34°35'36"W	35.36'
C38	15.00'	90°00'00"	S55°24'24"E	21.21'
C39	325.00'	30°06'12"	N85°21'18"W	168.80'
C40	275.00'	30°06'53"	N85°21'38"W	142.81'
C41	25.00'	99°53'10"	S29°39'01"W	38.27'
C42	275.00'	17°11'02"	S28°53'05"E	82.17'
C43	325.00'	17°11'02"	S28°53'05"E	97.11'
C44	25.00'	90°07'45"	N65°21'27"W	35.40'
C45	60.00'	243°59'00"	S11°34'11"W	101.77'
C46	25.00'	53°58'05"	S73°25'22"E	22.69'
C47	15.00'	90°00'00"	N34°35'36"E	21.21'
C48	25.00'	90°00'00"	N55°24'24"W	35.36'
C49	270.00'	120°43'53"	S19°13'37"W	469.37'

LOT SUMMARY

TOTAL NUMBER OF LOTS	61
AVERAGE SIZE OF LOTS	0.620 ACRES / 2701 SF
NUMBER OF LOTS >10 ACRES	1
NUMBER OF LOTS >5 ACRES, <10 ACRES	1
NUMBER OF LOTS >2 ACRES AND <5 ACRES	0
NUMBER OF LOTS >1 ACRES AND <2 ACRES	0
NUMBER OF LOTS <1 ACRES	59
NUMBER OF 55' SINGLE FAMILY LOTS (5750 MIN SF)	42
NUMBER OF 70' SINGLE FAMILY LOTS (9000 MIN SF)	15

SHEET 2 OF 4

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 5A

A 42.949 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 200060992 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARRAS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.



FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0270F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 33618 L.F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 4.722 ACRES.
10. ALL STREETS TO BE PUBLIC, PAVED AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
12. TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. GAS IS PROVIDED BY CENTERPOINT ENERGY (800) 427-7142.
16. ELECTRICITY IS PROVIDED BY PERDENALES ELECTRIC COMPANY (888) 554-4732.
17. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
18. WASTEWATER IS PROVIDED BY THE CITY OF KYLE, TEXAS, (512) 262-3960 (SEE NOTE ABOVE).
19. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS, (512) 262-3960.
20. INTERNET/PHONE IS PROVIDED BY SPECTRUM (855) 855-5575.
21. TRASH IS PROVIDED BY TEXAS DISPOSAL SYSTEMS, (800) 375-8375.
22. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE, COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
23. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
24. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5 AND #9.
25. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON MARCH 21, 2017.
26. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
27. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
28. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
29. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF IRON CREEK WAY, BALD EAGLE LANE, AND LEFT FORK DRIVE. THOSE SIDEWALKS NOT ADJUTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS. SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #439, ARTICLE V, SEC 10, KYLE CODE)
30. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
31. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
32. ROAD WAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH (PHASE 1 RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT # 17018505).
33. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
34. PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
35. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW. A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT. A TEN (10) FOOT MUNICIPAL EASEMENT IS HEREBY DEDICATED ALONG ALL REAR LOT LINES WITHIN THE SINGLE FAMILY LOT.

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 5A

A 42.949 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPB FIRM REGISTRATION #470 | TBPPLS FIRM REGISTRATION #10028800
DATE OF PREPARATION: October 20, 2020

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN, TEXAS, AS CONVEYED TO IT BY DEED DATED FEBRUARY 14, 2020, RECORDED IN DOCUMENT 20006092, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 42.949 ACRES OF LAND OUT OF THE SAMUEL PHARASS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 5A

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

HMBRR DEVELOPMENT, INC.
BY: BLAKE MAGEE
PRESIDENT
1011 N. LAMAR
AUSTIN, TEXAS 78703

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D. 20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TBPB FIRM REGISTRATION NO. 470
TBPPLS FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

REBECCA ANN CARROLL
REGISTERED PROFESSIONAL ENGINEER NO. 92666
PAPE-DAWSON ENGINEERS, INC.
TBPB FIRM REGISTRATION NO. 470
TBPPLS FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT CLARE L. BRANSON, CONSTRUCTION LENDING OFFICER, OF AMERICAN BANK, N.A., THE LIEN HOLDER OF THE TRACTS OF LAND SHOWN HEREON AND DESCRIBED IN RECORDED DOCUMENT NUMBER 17034176 AND RECORDED DOCUMENT NUMBER 17034173, BOTH OUT OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACTS OF LAND AS SHOWN HEREON, DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION TO THE PUBLIC THE USE OF THE STREETS, PUBLIC TRAILS, AND EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, A.D. 20____.

CLARE L. BRANSON
AMERICAN BANK, N.A.
CONSTRUCTION LENDING OFFICER
3520 BEE CAVES ROAD, SUITE 200
AUSTIN, TX 78746

THE STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLARE L. BRANSON, CHIEF ACCOUNTING OFFICER, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WATERWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

CITY ENGINEER

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

CAITLYN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN CFN # _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE _____ DAY OF _____, 20____, A.D.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, 20____.

MICHELLE CHRISTIE MADAM CHAIR

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

PLN-1568-PC; Woodcreek, Section 8, Lots 228 - 231, Amended Plat. Discussion and possible action to consider granting a variance from Table 10-1 of the Hays County Rules for On-Site Sewage Facilities.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Woodcreek, Section 8 is a recorded subdivision located West of Mt. Sharp Rd in Precinct 3.

The owners propose to combine Lots 228, 229, 230, and 231 to create Lot 228A, while seeking development authorizations to construct a Guest House and On-Site Sewage Facility in addition to the existing Residence and Septic System.

The current Hays County minimum lot size requirement in the Edwards Aquifer Contributing Zone using Public Groundwater and Advanced On-Site Sewage Facilities is 1.5 acres. The combined acreage for proposed Lot 228A will amount to 1.09 acres. A plat note prohibiting further division of this property will be added to the plat prior to filing the application for further review and/or recording with the County Clerk. The owner's justification for the variance request is provided in the backup.



Hays County Commissioners Court Agenda Request

Meeting Date: December 22nd, 2020

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Caitlyn Strickland, Development Services Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

Discussion with possible action to consider granting a Variance Request to Table 10-1 of the Hays County Rules for On-Site Sewage Facilities.

BACKGROUND/SUMMARY OF REQUEST:

- A) Woodcreek, Section 8 is a recorded subdivision located West of Mt. Sharp Rd in Precinct 3. The owners, Elizabeth and Daniel Finch, propose to combine Lots 228, 229, 230, and 231 to create Lot 228A, requesting development authorizations for a Guest House and On-Site Sewage Facility in addition to the existing Residence and Septic System.
- B) When Woodcreek, Section 8 was recorded in 1972, the minimum lot size requirements for On-Site Sewage Facilities were 0.23 acres. The current Hays County minimum lot size requirement in the Edwards Aquifer Contributing Zone served by Public Groundwater and Advanced On-Site Sewage Facilities is 1.5 acres. The combined acreage for proposed Lot 228A will amount to 1.09 acres. A plat note prohibiting further division of this property will be added to the plat prior to filing the application for further review and/or recording with the County Clerk. The owner's justification for the variance request is provided in the backup.

STAFF COMMENTS:

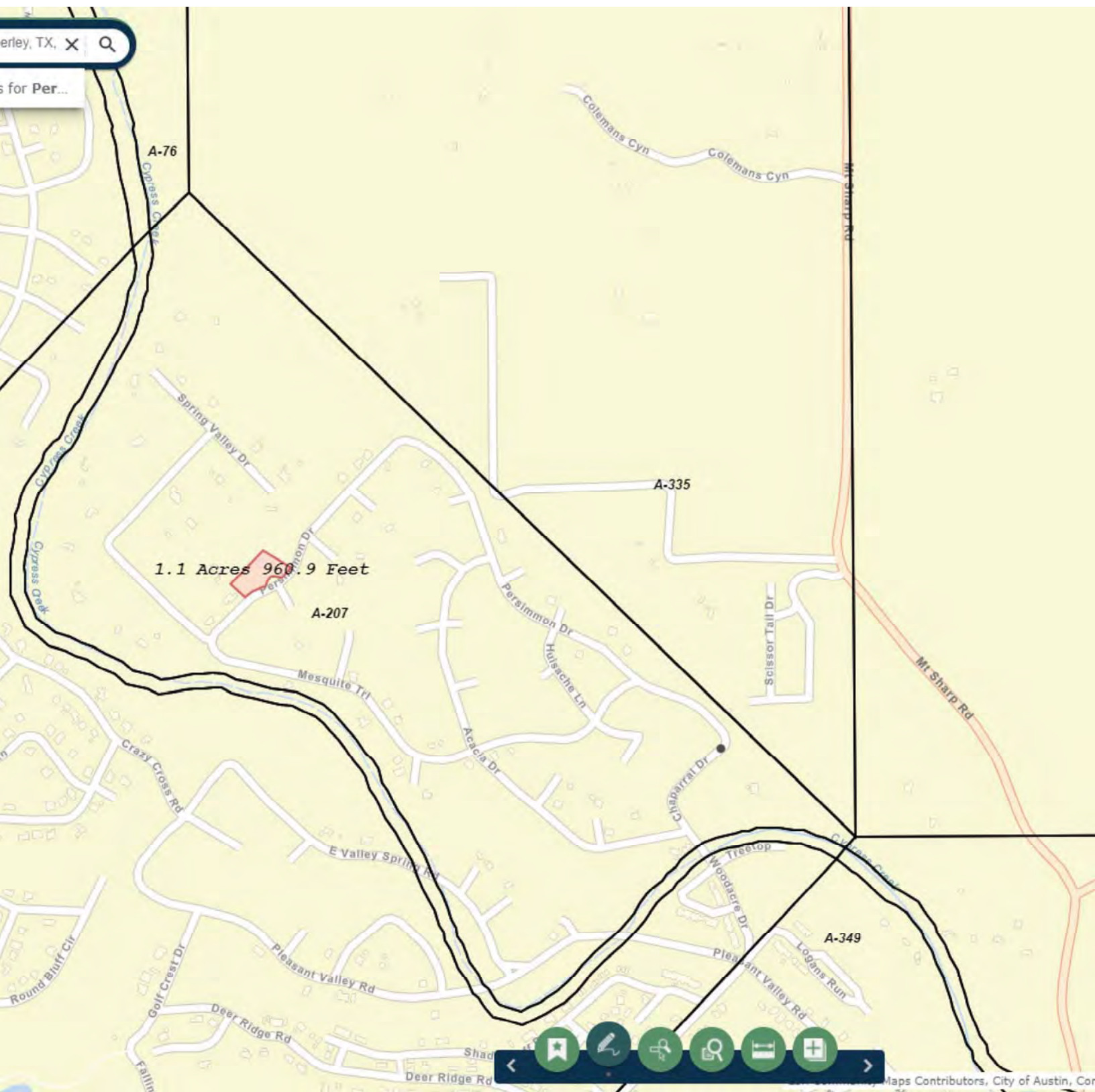
Staff is finalizing the administrative review of the proposed plat for Woodcreek, Section 8, Lots 228-231, Amended. One of the last items remaining is the variance approval or disapproval for the request for minimum lot size requirements. Staff does not recommend nor support any variance request applications. These applications and/or requests must be permitted or allowed by the Commissioners Court.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Variance Request Application



AMENDING PLAT OF
LOTS 228, 229, 230 AND 231
WOODCREEK, SECTION 8
1.09 ACRES
VOLUME 1, PAGE 185 OF
THE PLAT RECORD
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT ELIZABETH A. FINCH AND DANIEL R. FINCH, OWNERS OF 1.09 ACRES IN HAYS COUNTY, TEXAS, CONVEYED BY WARRANTY DEED RECORDED IN VOLUME 1, PAGE 185 OF THE PLAT RECORDS, OF HAYS COUNTY, TEXAS DO HEREBY COMBINE 1.09 ACRES KNOWN AS THE AMENDING PLAT OF LOTS 228, 229, 230 AND 231 OF WOODCREEK SECTION 8, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS OUR HANDS, THIS ____ DAY OF _____, 2020, A.D.

ELIZABETH A. FINCH AND DANIEL R. FINCH
73 PERSIMMON STREET
WIMBERLY, TEXAS 78676

ELIZABETH A. FINCH DANIEL R. FINCH
OWNER OWNER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, A NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ELIZABETH A. FINCH AND DANIEL R. FINCH WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS HEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC SIGNATURE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET AND FOUND AS SHOWN HEREIN.

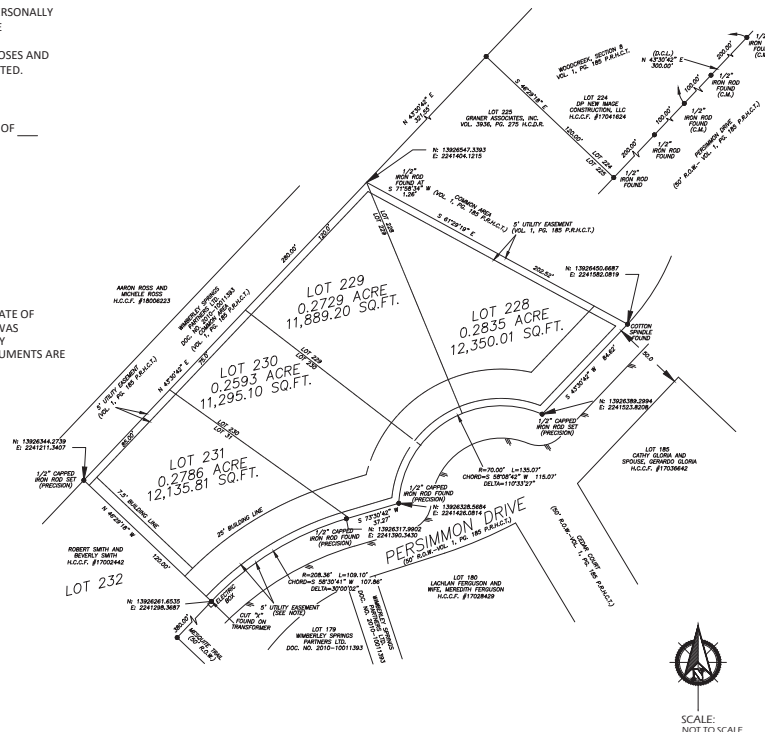
RICHARD S. WILLETT
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4615



LAND PLANNER:
OWENS MANAGEMENT SYSTEMS, LLC
12401 S. POST OAK ROAD, HOUSTON, TX 77045
713-643-6333 * WWW.OMSBUILD.COM

SURVEYOR:
PRECISION SURVEYORS
950 THREADNEEDLE STREET, SUITE 150
HOUSTON, TEXAS 77079
WWW.PRECISIONSURVEYORS.COM
P. 1-800-LANDSURVEY
P. 281.496.1586 F. 281.496.1867
FIRM NO. 10063700

DECEMBER, 2020



STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT, PURSUANT TO SECTION 701.8.01.A(1) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, THE HAYS COUNTY COMMISSIONERS COURT HAS AUTHORIZED THE FILING FOR RECORD OF THIS PLAT.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, A.D. 20____, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER ____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D. 20____.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

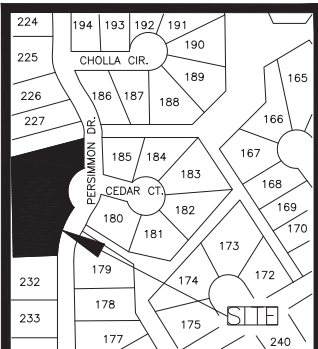
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CAITLYN STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

TOM POPE, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR



Vicinity Map
not to scale

LOT INFORMATION:

TOTAL NUMBER OF LOTS =	1
AVERAGE LOT SIZE =	1.09 ACRES
10 ACRES OF LARGER =	0
5.0 ACRES TO 10 ACRES =	0
2.0 ACRES TO 5 ACRES =	0
1.0 ACRES TO 2 ACRES =	1
LESS THAN 1.0 ACRES =	0

LEGEND:

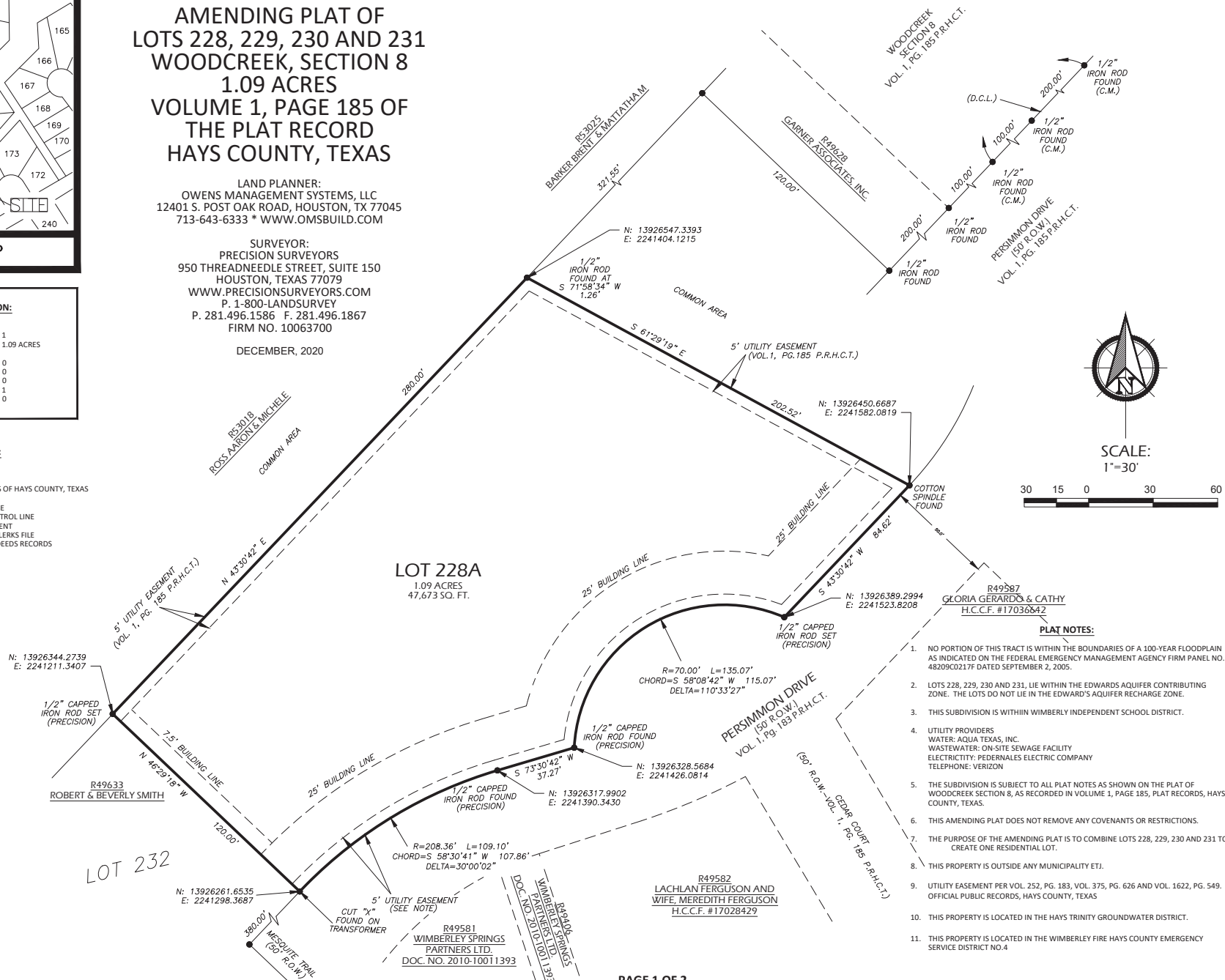
R.O.W. - INDICATES RIGHT OF WAY
P.R.H.C.T. - INDICATES PLAT RECORDS OF HAYS COUNTY, TEXAS
SQ.F.T. - INDICATES SQUARE FEET
VOL./PG. - INDICATES VOLUME / PAGE
D.C.L. - INDICATES DIRECTIONAL CONTROL LINE
C.M. - INDICATES CONTROL MONUMENT
H.C.C.F. - INDICATES HAYS COUNTY CLERKS FILE
H.C.D.R. - INDICATES HAYS COUNTY DEEDS RECORDS

**AMENDING PLAT OF
LOTS 228, 229, 230 AND 231
WOODCREEK, SECTION 8
1.09 ACRES
VOLUME 1, PAGE 185 OF
THE PLAT RECORD
HAYS COUNTY, TEXAS**

LAND PLANNER:
OWENS MANAGEMENT SYSTEMS, LLC
12401 S. POST OAK ROAD, HOUSTON, TX 77045
713-643-6333 * WWW.OMSBUILD.COM

SURVEYOR:
PRECISION SURVEYORS
950 THREADNEEDLE STREET, SUITE 150
HOUSTON, TEXAS 77079
WWW.PRECISIONSURVEYORS.COM
P. 1-800-LANDSURVEY
P. 281.496.1586 F. 281.496.1867
FIRM NO. 10063700

DECEMBER, 2020



SCALE:
1"=30'



PLAT NOTES:

- NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100-YEAR FLOODPLAIN AS INDICATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL NO. 48209C0217F DATED SEPTEMBER 2, 2005.
- LOTS 228, 229, 230 AND 231, LIE WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THE LOTS DO NOT LIE IN THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION IS WITHIN WIMBERLY INDEPENDENT SCHOOL DISTRICT.
- UTILITY PROVIDERS
WATER: AQUA TEXAS, INC.
WASTEWATER: ON-SITE SEWAGE FACILITY
ELECTRICITY: PEDERNALES ELECTRIC COMPANY
TELEPHONE: VERIZON
- THE SUBDIVISION IS SUBJECT TO ALL PLAT NOTES AS SHOWN ON THE PLAT OF WOODCREEK SECTION 8, AS RECORDED IN VOLUME 1, PAGE 185, PLAT RECORDS, HAYS COUNTY, TEXAS.
- THIS AMENDING PLAT DOES NOT REMOVE ANY COVENANTS OR RESTRICTIONS.
- THE PURPOSE OF THE AMENDING PLAT IS TO COMBINE LOTS 228, 229, 230 AND 231 TO CREATE ONE RESIDENTIAL LOT.
- THIS PROPERTY IS OUTSIDE ANY MUNICIPALITY E.T.I.
- UTILITY EASEMENT PER VOL. 252, PG. 183, VOL. 375, PG. 626 AND VOL. 1622, PG. 549. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- THIS PROPERTY IS LOCATED IN THE HAYS TRINITY GROUNDWATER DISTRICT.
- THIS PROPERTY IS LOCATED IN THE WIMBERLY FIRE HAYS COUNTY EMERGENCY SERVICE DISTRICT NO.4



REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Elizabeth Amber Finch
Property Owner's Mailing Address: 73 Persimmon Dr. Wimberley, TX 78676
Home Phone: NA Work Phone: NA
Cell Phone: (979)-777-7894 e-Mail Address: eafinch1123@gmail.com

IF APPLICABLE: Owner hereby gives _____ permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Owner's Signature

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____

(seal)

Notary Public
My Commission expires: _____

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: NA
Applicant's Mailing Address: NA
Home Phone: NA Work Phone: NA
Cell Phone: NA e-Mail Address: NA

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Woodcreek Section 8
911 street address for the Subject Property, if established: 73 Persimmon Dr.
Wimberley, TX
78676

Legal description:

Lot ²²⁸~~229~~, Block _____, Subdivision Woodcreek, Sec 8, Phase _____

²³⁰~~231~~ If not located in a subdivision: Survey _____

Abstract _____, Recorded (Vol/Page) _____

Quick Ref:
R49630

Hays Central Appraisal District Property ID Number: 11-9810-0800-22900-8

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: Commissioner Precinct 3

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☒ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Lots 228-231	2014 OSSF Rules - Table 10-1 regarding minimum lot size in the Edwards Aquifer Contributing Zone	We would like to seek variance to approve our OSSF design on 1.2 acres instead of required 1.5 acres.

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

We are trying to combine all 4 lots to be one large property. We are remodeling current home and would like to build 526 sq. feet guest home on property with on-site sewage.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The new guest house would help maximize the use of our property and land.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The design of the guest house is on lot 231 which once property becomes one large plot we would not interfere nor change current property size.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The original lot size are smaller which by combining all lots to one large lot we are attempting to meet the rules of the amending plat not create personal or environmental hardship.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

The current rules are more stringent than the rules set forth when Section 8 was originally platted decades ago with approved smaller lot sizes, thus we would improve the functionality of our property.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

In order to maximize use of our property by gaining variance to amend our replat, we would be reducing density in our subdivision, unlike the 4 1/2 acre lots across the street that are currently being developed.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

We need to seek valid permits for all to be safe and have an orderly development quest house added to our property. Please highly consider granting us this variance so we may move forward to our dream land.

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☒ Other - List any other supplemental information submitted with this Application:

Table 10-1 Minimum lot size

OWNER'S/APPLICANT'S CERTIFICATION:

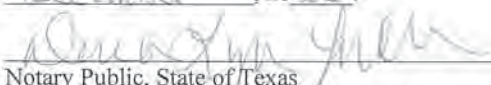
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.


Print Name ELIZABETH SMITH

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 9th day of December, 2020.

(seal)


Notary Public, State of Texas

My Commission expires: 4-1-2022



Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.

3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs

Location	Water Service	Advanced	Conventional	TCEQ Min.
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

Notes:

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Hays County Human Resources Department to continue to make purchases utilizing wellness funds associated with the county's United Healthcare plan.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Shari Miller

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

Hays County's United Healthcare plan includes funding to purchase wellness related products. The program is a reimbursable account where the purchase is executed through the county's purchasing system and then reimbursed from United Healthcare. We have historically purchased ergonomic and wellness products for employees. Some of these purchases are items connected with Lunch and Learn topics, such as resistance bands, electronic toothbrushes, gym and lunch bags. Concurrence from the Commissioner's Court is requested to continue to purchase appropriate wellness and ergonomic products utilizing the county's purchasing system for reimbursement from United Healthcare.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Indigent Care Affiliation Agreement between Hays County and CHRISTUS Santa Rosa Health Care Corporation dba CHRISTUS Santa Rosa Hospital, for participation in the Section 1115 Waiver Program.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

See attached Affiliation Agreement. After discussion with both Providers who participate in Hays County's Section 1115 Waiver Program, it has been determined that the inclusion of CHRISTUS Santa Rosa Hospital in San Marcos would assist Seton in addressing uncompensated care incurred regionally.

HAYS COUNTY
INDIGENT CARE AFFILIATION AGREEMENT

This Indigent Care Affiliation Agreement (the “Agreement”) is entered into as of the _____ day of _____, 2020 (“Effective Date”), between **Hays County, as Administrator of the Local Provider Participation Fund** (“Hays County”), a political subdivision of the State of Texas, and **CHRISTUS Santa Rosa Health Care Corporation d/b/a CHRISTUS Santa Rosa Hospital – San Marcos** (“Affiliated Hospital”).

R E C I T A L S:

WHEREAS, the State’s underfunding of, and reductions in eligibility for, Medicaid increases the volumes of indigent patients who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospital, Hays County, and local communities;

WHEREAS, Hays County and the Affiliated Hospital recognize that the State will continue to underfund the Texas Medicaid program and that the indigent numbers in their communities will continue to grow;

WHEREAS, Hays County and the Affiliated Hospital desire to ensure that the indigent have access to and receive quality hospital services;

WHEREAS, Hays County and the Affiliated Hospital recognize that it is in their best interest to increase funding for the Medicaid population and to access federal funding for the indigent to which the Affiliated Hospital will be entitled under the State’s Medicaid program; and

WHEREAS, Hays County and the Affiliated Hospital recognize that they need to cooperate to ensure their ability to deliver cost-efficient healthcare services to indigent patients in their communities;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

1.0 INDIGENT CARE COLLABORATION

1.1 Improving Access to Healthcare for Indigent. Hays County and the Affiliated Hospital will assess the opportunities to improve access to healthcare for indigent persons residing in the community through participation in the Medicaid program, including the Medicaid supplemental payment program implemented by a Section 1115 Waiver.

2.0 REPRESENTATIONS AND WARRANTIES

2.1 Affiliated Hospital Representations and Warranties. The Affiliated Hospital represents and warrants that:

- a. It is a Texas corporation or partnership, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;
- b. There is no agreement to condition the amount transferred by Hays County nor the amount of Medicaid supplemental payments on the amount of indigent care Affiliated Hospital has provided or will provide;
- c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by Hays County nor the amount of any Medicaid supplemental payments Affiliated Hospital might receive;
- d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and any escrow, trust, or other funding mechanism utilized in connection with an anticipated intergovernmental transfer ("IGT") from Hays County has been disclosed to the Texas Health and Human Services Commission ("HHSC") and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of Affiliated Hospital;
- e. Hays County has not received and will not receive refunds of payments Hays County made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by Hays County to fund Medicaid supplemental payments;
- f. The execution, delivery, and performance by Affiliated Hospital of this Agreement are within Affiliated Hospital's power, are not in contravention of any other instruments governing the Affiliated Hospital, and has been duly authorized and approved by the Board of Directors of the Affiliated Hospital as and to the extent required by applicable law;
- g. Neither the Affiliated Hospital nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the Affiliated Hospital, or any of its representatives, from participation in Federal health care programs; and
- h. This Agreement has been duly and validly executed and delivered by the Affiliated Hospital.

2.2 Hays County Representations and Warranties. Hays County represents and warrants that:

- a. It is a unit of local government created under the laws of the State of Texas, duly established and created pursuant to the Texas Constitution with all requisite power and authority to enter into this Agreement in all respects;
- b. There is no agreement to condition the amount transferred by Hays County nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospital has provided or will provide;
- c. There is no agreement to condition the amount of the Affiliated Hospital's indigent care obligation on the amount transferred by Hays County nor the amount of any Medicaid supplemental payment Affiliated Hospital might receive;
- d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and any escrow, trust, or other funding mechanism utilized in connection with an anticipated IGT from Hays County has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;
- e. Hays County has not received and will not receive refunds of payments Hays County made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by Hays County to fund Medicaid supplemental payments;
- f. The execution, delivery, and performance by Hays County of this Agreement are within Hays County's powers, are not in contravention of any other instruments governing Hays County, and have been duly authorized and approved by Hays County as and to the extent required by applicable law;
- g. This Agreement has been duly and validly executed by Hays County; and
- h. Hays County has public funds available to contribute to the non-federal share of Medicaid payments.

3.0 OBLIGATIONS OF THE AFFILIATED HOSPITAL

3.1 Agreement to Collaborate with Hays County. The Affiliated Hospital agrees to work cooperatively with Hays County to improve access to health care for indigent persons.

- 3.2 Documentation.** The Affiliated Hospital agrees to provide Hays County documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in its community) as requested by Hays County, but no more frequently than quarterly.
- 3.3 Compliance with State and Federal Law.** The Affiliated Hospital agrees to retain qualified professionals to ensure health care is provided in compliance with state and federal charity care laws, antitrust laws, and any other applicable laws, and the Medicare and Medicaid programs.
- 3.4 Indigent Care Program Participation.** At all times during the term of this Agreement, the Affiliated Hospital shall use its best efforts to maintain its qualification for participation in the Medicaid and Medicare programs.
- 3.5 Compliance with HIPAA.** To the extent applicable to this Agreement, the Affiliated Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* (“HIPAA”), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the “Federal Electronic Transaction Regulations”), all as amended from time to time, and all collectively referred to herein as “HIPAA Requirements.” The Affiliated Hospital agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the Affiliated Hospital agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, and security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Affiliated Hospital shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If the Affiliated Hospital carry out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42 U.S.C. § 1395x(v)(1) and the regulations thereto.

4.0 **OBLIGATIONS OF HAYS COUNTY**

- 4.1 **Agreement to Cooperate with Affiliated Hospital.** Hays County agrees to work cooperatively with the Affiliated Hospital to improve access to health care for indigent persons.
- 4.2 **No Condition on Medicaid Funding.** Hays County agrees that it will not condition the amount to which it funds the non-federal share of Medicaid supplemental payments on a specified or required minimum amount of prospective indigent care.
- 4.3 **Retrospective Evaluation of Services.** Hays County may retrospectively evaluate the amount and impact of the Affiliated Hospital's indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT in the future.
- 4.4 **Documents Publicly Available.** Hays County agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds.
- 4.5 **Use of Public Revenue.** To the extent Hays County decides to provide funding for Medicaid supplemental payments, Hays County agrees to use public revenue for such funding.
- 4.6 **Compliance with HIPAA.** Hays County agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." Hays County agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, Hays County agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, and security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Hays County shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Hays County carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a

related individual or organization, Hays County agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42 U.S.C. § 1395.

5.0 GENERAL PROVISIONS

5.1 Term and Termination. The term of this Agreement shall be one year from the Effective Date and shall automatically continue thereafter for additional terms for one year unless the parties agree otherwise; provided however, that this Agreement shall terminate immediately upon written notice by either Hays County or the Affiliated Hospital to the other party.

5.2 Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

Hays County: Hays County Courthouse
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
Attention: County Judge

Affiliated Hospital: CHRISTUS Santa Rosa Health System
100 Northeast Loop 410, Suite 800
San Antonio, Texas 78216
Attention: Chief Executive Officer

With a Copy to: Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, Texas 78746
Attention: Jefferson M. Brinker

5.3 Relationship Between the Parties. The relationship between Hays County and the Affiliated Hospital is solely a contractual relationship between independent contractors. No party hereto is an agent or employee of any other party. Nothing in this Agreement shall prevent any affiliation or contracting by any party with any third party, with the exception that no party may contract or affiliate with another party to gain entitlement to Medicaid supplemental payments pursuant to this Agreement.

5.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas. The Affiliated Hospital understands that Hays County is a political subdivision of the State of Texas and governed by certain statutes applicable thereto.

5.5 Assignment. No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest.

5.6 No Third-Party Beneficiary. The parties to this Agreement do not intend to establish any third-party beneficiary relationships by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above.

HAYS COUNTY:

HAYS COUNTY

By _____

Name: _____

Title _____

AFFILIATED HOSPITAL:

**CHRISTUS SANTA ROSA HEALTH CARE CORPORATION
D/B/A CHRISTUS SANTA ROSA HOSPITAL – SAN MARCOS**

By _____

Name: _____

Title _____

202009



HEALTH AND HUMAN SERVICES COMMISSION

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM
1115 DEMONSTRATION WAIVER PROGRAM

CERTIFICATION OF HOSPITAL PARTICIPATION
Version 2012-1 (09/05/2012)

DOCUMENT HISTORY LOG

STATUS ¹	DOCUMENT REVISION ²	EFFECTIVE DATE	DESCRIPTION ³
Baseline	n/a		Initial version of the Certification of Hospital Participation
Revision	1.1	09/05/2012	Added cover page.
Revision	1.2	09/05/2012	Added Document History Log.
Revision	1.3	09/05/2012	Various formatting changes.
Revision	1.4	09/05/2012	Added version number (Version 2012-1) and date of issuance to cover page and page footer.
Revision	1.5	09/05/2012	Deleted "Texas" from "Health and Human Services Commission" to reflect agency's statutory name.
Revision	1.6	09/05/2012	Revised paragraph 2.c.iii. to replace "and" at the end of clause 2. following the semicolon with "or."
¹ "Baseline" indicates initial document issuances, "Revision" indicates changes to the Baseline version, and "Cancellation" indicates withdrawn versions. ² Numbering conventions: Revisions are numbered according to the version of the document and the sequential revision—e.g., "1.2" refers to the first version of the document and the second revision. ³ Brief description of the changes to the document made in the revision.			



HEALTH AND HUMAN SERVICES COMMISSION

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM 1115 DEMONSTRATION WAIVER PROGRAM CERTIFICATION OF HOSPITAL PARTICIPATION

TPI Number: 415580601 .

On behalf of CHRISTUS Santa Rosa Health Care Corporation d/b/a CHRISTUS Santa Rosa Hospital - San Marcos, a privately owned and operated hospital licensed and in good standing under the laws of the State of Texas ("Hospital"), I, Stephanie Parker, affirm and certify the following:

1. *Authorization.*

- a. Hospital is a party to an Indigent Care Affiliation Agreement ("Affiliation Agreement") that was entered into between Hays County, as Administrator of the Hays County Local Provider Participation Fund ("Governmental Entity"), and Hospital or a group of private hospitals that provide uncompensated care in the communities served by the Governmental Entity (the "Affiliated Hospitals").
- b. As a qualified private hospital that is affiliated with the Governmental Entity, Hospital receives supplemental Medicaid payments ("Supplemental Payments") from the Health and Human Services Commission ("HHSC") pursuant to regulations at 1 Tex. Admin. Code §355.8201, Waiver Payments to Hospitals (the "Waiver Program").

2. *Assurances and Representations.*

- a. *Validity of Claims.* All claims filed by Hospital for reimbursement by Medicaid have complied and will comply with the applicable state and federal regulations.

b. *Use of Supplemental Payments.*

- i. No funds derived from any Supplemental Payment received by Hospital have been or will be returned or reimbursed to the Local Governmental Entity.
- ii. No other funds have been used to reimburse the Local Governmental Entity in consideration of any supplemental funds paid to Hospital.
- iii. Hospital will not use any of the Supplemental Payments to fund any contingent fee arrangement or agreement or to pay for third-party consultant or legal services.

c. *Agreements with Governmental Entity.*

- i. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Supplemental Payments Hospital receives on the amount of indigent care Hospital has provided or will provide;
- ii. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition the amount of Hospital's indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment Hospital may be eligible to receive;
- iii. Neither Hospital nor any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals has made or agreed to make cash or in-kind transfers to the Governmental Entity other than transfers and transactions that:
 - 1. Following the date this Certification was executed, are unrelated to the administration of the Waiver Program or the delivery of indigent care services under an affiliation agreement;
 - 2. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to Hospital; or
 - 3. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between Hospital and the Governmental Entity;

d. *Assignment/Assumption of Governmental Entity Obligations.*

i. Except as specified in paragraph 2.c.iii above, neither Hospital nor any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals has, following the date this Certification was executed:

(1) Taken assignment or agreed to take an assignment of a contractual or statutory obligation of the Governmental Entity; or

(2) Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

ii. In the event that Hospital had taken assignment of or assumed a contractual or statutory obligation of the Governmental Entity prior to the date of this Certification, Hospital will terminate the terms of such assignment or assumption no later than 120 calendar days after the date of this Certification.

e. *Use of Financial Mechanisms.* With regard to any escrow, trust or other financial mechanism (an “Account”) utilized in connection with an indigent care affiliation agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:

i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;

ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and

iii. Any such Account will not be used to affect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals.

3. ***Deferral or Disallowance of Federal Financial Participation.***

- a. If the Centers for Medicare and Medicaid Services (“CMS”) of the United States Department of Health and Human Services or any other lawful authority disallows, defers, or otherwise rejects, in whole or in part, a claim for federal financial participation based on a claim submitted by Hospital to HHSC for health care services provided under the Affiliation Agreement, HHSC will have the right, by set-off or recoupment, to recover the amount disallowed, deferred, or rejected by CMS, subject to Hospital’s rights of administrative appeal.
- b. The set-off or recoupment may include any interest, fees, or sanctions assessed by CMS as a result of late repayment to CMS.

4. ***Public Access to Affiliation Agreement.*** Copies of the Affiliation Agreement shall be made available as provided under the Public Information Act (Chapter 552, Government Code) and will be provided to HHSC on request.

On behalf of Hospital, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind Hospital, and to certify to the above.

Signature

Date

Stephanie Parker, Chief Financial Officer
Name and Title (print or type)

202011

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action authorizing the County Judge to execute a Padilla Consultation Agreement between Hays County and Capital Area Private Defender Service (CAPDS) involving the Regional Padilla Compliance Pilot Project to be paid for by a Technical Assistance Grant awarded by the Texas Indigent Defense Commission (TIDC).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 22, 2020	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	SHELL	N/A

SUMMARY

See attached material. The County formerly had a similar agreement with myPadilla for Padilla consultation services funded by this same grant. myPadilla's agreement terminated on October 31, 2020. Upon approval of the attached agreement, CAPDS will take over providing the Padilla consultation services for Hays County, effective December 22, 2020. This Agreement will continue through March 31, 2022 and continues to be funded by the Technical Assistance Grant awarded by TIDC

**PADILLA CONSULTATION AGREEMENT BETWEEN
HAYS COUNTY AND CAPITAL AREA PRIVATE DEFENDER SERVICE**

STATE OF TEXAS §

COUNTY OF HAYS §

SECTION I. PARTIES TO THE AGREEMENT

This Padilla Consultation Agreement between Hays County and Capital Area Private Defender Service (hereinafter referred to as the “Agreement”) is made and entered into by the County of Hays, a political subdivision of the State of Texas, (hereinafter referred to as “County”) and Capital Area Private Defender Service, a 501(c)(3) nonprofit organization, (hereinafter referred to as “CAPDS”). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. PERFORMANCE

CAPDS shall provide remote consultations to criminal defense attorneys representing indigent defendants in all counties in the 3rd Administrative Judicial Region (excluding Travis County), as well as additional counties outside the 3rd Administrative Judicial Region to help ensure compliance with *Padilla v. Kentucky*, 559 U.S. 356 (2010). Counties excluded from being provided these services are Harris, Dallas, Tarrant, Bexar, Travis, Collin, Denton, Hidalgo, El Paso, Fort Bend, Bee, Live Oak, McMullen, Refugio, Goliad, Lavaca, Starr, Duval, Jim Hogg, Atascosa, Karnes, Frio, Wilson and Willacy. These counties comprise of the ten (10) most populous counties, counties with existing in-house *Padilla* resources for indigent clients, counties with public defender offices with size/demographics sufficient to warrant an in-house resource, and Texas Rio Grande Legal Aid (TRLA)-contracted counties. These services shall only be provided to indigent clients (not non-indigent clients) and pursuant to the Technical Support Grant Application (“Grant”) for “Remote *Padilla* Consultation Project” (“Project”) submitted by Hays County to the Texas Indigent Defense Commission (“TIDC”), attached hereto and incorporated herein as **Exhibit A**. Said Grant was initially awarded by the TIDC at its meeting on August 29, 2019 as Grant Number 19-TS-105 and accepted by Hays County in the Statement of Grant Award signed September 24, 2019 (“Grant Award”), attached hereto and incorporated herein as **Exhibit B**. On August 26, 2020, Hays County submitted a request for extension and modification of the Grant in order to extend the grant period through March 31, 2022 and include additional counties beyond the 3rd Administrative Judicial Region. In response, TIDC extended and modified the Grant and a Modified Statement of Grant Award was awarded by TIDC and accepted by Hays County on September 22, 2020. Such request and modification are attached hereto and incorporated herein as **Exhibit C**.

SECTION III. OBLIGATIONS OF CAPDS

- a) Conduct training and outreach to criminal defense attorneys and other stakeholders in the counties covered by the Grant.
- b) Make available, to criminal defense attorneys representing indigent defendants in the participating counties, an online portal for requesting *Padilla* consultations.
- c) Through its network of qualified *Padilla* attorneys, provide *Padilla* advice to criminal defense attorneys within ten (10) calendar days of receipt of all required information, or by the date requested, whichever is later.
- d) Produce monthly invoices to Hays County reflecting services provided pursuant to the Grant in the following categories as described in the budget submitted with the Technical Support Grant Application: remote *Padilla* attorney time; insurance (malpractice and other); software; training and outreach.
- e) Assist in compliance reporting required by TIDC, including: (a) providing Hays County the information necessary for its quarterly progress reports to TIDC as described in the Grant Award; (b) drafting a written report at the conclusion of the Grant period as described in the Technical Support Grant Application.
- f) Maintain strictly confidential the information provided to and by CAPDS in fulfillment of this Agreement.

SECTION IV. OBLIGATIONS OF HAYS COUNTY

- a) Serve as the county administrative home for the Project and provide staff, time, and resources required for compliance with the terms of the Technical Support Grant Application and Grant Award. Hays County will not require participating counties to enter into Interlocal Agreements in order for this Agreement to be in effect.
- b) Place twenty (20) percent of the total remaining Grant Award into an escrow account for immediate use by CAPDS for purposes of providing the services pursuant to the Grant. CAPDS will draw from said escrow account for expenditures related to providing services under the Grant. CAPDS will then submit monthly expenditure reports/invoices to Hays County. Hays County shall receive and promptly pay such invoices provided by CAPDS, not to exceed Three Hundred, Nine Thousand, Seven Hundred and Twenty-Five United States Dollars (\$309,725.00 USD). (In no event shall the funding in the escrow account ever exceed the original twenty (20) percent fund amount.) Hays County will then seek reimbursement from TIDC pursuant to the terms of the Grant Award. For the last two (2) months of the Agreement, CAPDS will draw on the escrow account and if any funds remain, such funds shall be reimbursed to Hays County.

- c) In order to issue payments, Hays County will not require CAPDS or any other person or entity to provide or produce privileged attorney-client communication or otherwise confidential information. Hays County will issue payments by check made payable to “Capital Area Private Defender Service” in the subject line by mail to CAPDS, 910 Lavaca Street, Austin, Texas 78701.
- d) Shall provide to CAPDS a computer and necessary computer-related equipment and/or software essential to the functioning of this Agreement, from contracts currently used by the County for procuring this type of equipment. This equipment remains the property of the County and shall be returned upon the termination of this Agreement. Damage to the equipment, or failure to return such equipment, shall result in CAPDS being responsible for the full cost of repair and/or replacement of the equipment.
- e) Endeavor to facilitate the use of CAPDS by criminal defense attorneys receiving appointments in participating counties.
- f) Monitor the Agreement and, if CAPDS’ performance does not meet the operational or performance terms of the Agreement, allow for a thirty (30)-day remediation period during which CAPDS may seek to cure any breach or default. If such breach or default is not cured within the thirty (30)-day remediation period, Hays County may terminate this agreement immediately upon the expiration of said thirty (30)-day remediation period.

Hays County further agrees that CAPDS shall be responsible for directing the development of the Remote *Padilla* Consultation Program and that CAPDS has the sole right to control and direct the means, manner, and method by which the services described in the Technical Support Grant Application to TIDC will be performed.

SECTION V. JOINT OBLIGATIONS

- a) Jointly develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program as required by the Grant Award. The written plan of operations is due with the first quarterly progress report within one (1) month of the Effective Date of this Agreement.
- b) This Agreement and its performance do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Neither party has the power or authority to bind or obligate or commit the other to a third party in any manner.

SECTION VI. TERM OF AGREEMENT

This Agreement is effective as of December 22, 2020 and terminates March 31, 2022, unless otherwise extended in writing by both parties.

Both parties agree that either party may terminate this agreement for convenience and without cause with a thirty (30) day written notice to the contacts listed in the Notice section below.

SECTION VII. NOTICE

Any and all notices in relation to this Agreement shall be mailed to the following contacts:

HAYS COUNTY

Hays County
Attn: Hays County Judge
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666

CAPITAL AREA PRIVATE DEFENDER SERVICE

CAPDS
910 Lavaca Street
Austin, Texas 78701

SECTION VIII. COMPLIANCE WITH LAWS

CAPDS shall comply with all applicable laws, ordinances, codes, and regulations of the State, local, and federal governments.

SECTION IX. LEGAL AUTHORITY

- a) CAPDS assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or actions passed or taken giving CAPDS legal authority to enter into this Agreement and perform the services CAPDS has obligated itself to perform under this Agreement.
- b) The person or persons signing this Agreement on behalf of CAPDS warrant and guarantee to having been duly authorized by CAPDS to execute this Agreement on behalf of CAPDS to validly and legally bind CAPDS to all terms, performances, and provisions herein set forth.
- c) The County shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is any dispute as to the legal authority of either CAPDS or the person signing this Agreement to enter into this Agreement.

SECTION X. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any lawsuit, claim, or other action arising from or in relation to this Agreement shall be brought in Hays County, Texas.

SECTION XI. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any

succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

SECTION XII. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits, and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

SECTION XIII. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by both parties to this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS OUR HANDS EFFECTIVE THIS _____ OF _____, 2020.

CAPITAL AREA PRIVATE DEFENDER SERVICE

Signature

Type or print name

Title

COUNTY OF HAYS

Ruben Becerra
County Judge
County of Hays

Exhibit A



Technical Support Application Form

County Requesting Support:		Date of Request:
Hays		August 2019
Address:	Contact Information	
712 S. Stagecoach Trl.	Name:	Ruben Becerra
Suite 1094	Title:	Hays County Judge
San Marcos, TX.	E-mail:	judge.becerra@co.hays.tx.us
78666	Phone:	512-393-2205
	Fax:	

Project Name:	Time Period:
Remote Padilla Consultation Project	September 2019-August 2020

Brief Description:

This is a pilot program to help ensure compliance with *Padilla v. Kentucky*. With its administrative home in Hays County, the pilot would begin in the 3rd Administrative Judicial Region and, if successful, may eventually connect criminal defense attorneys with *Padilla* attorneys statewide.

Issue to Be Addressed:

Under *Padilla v. Kentucky*, 559 U.S. 356 (2010), criminal defense attorneys are required to provide defendants individualized counsel regarding the immigration consequences of conviction. Nearly a decade since the decision, *Padilla* compliance is low, and Texas attorneys often risk ineffectiveness. While TIDC has funded *Padilla* attorneys in a handful of Texas counties, approximately 200 counties – including Hays and many in the 3rd AJR – have no way to regularly ensure that their defense attorneys meet their *Padilla* obligation. This project will pilot a solution for counties lacking an in-house *Padilla* attorney. Particular attention will be paid to improving compliance in rural areas and in private appointment systems which continue to provide representation in over 80% of cases involving indigent defendants in Texas.

In Hays County, of the roughly 1890 criminal cases involving indigent defendants in 2018, an estimated 5-6% or roughly 108 were entitled to a *Padilla* consultation. Across the 3rd AJR, some 2000 cases per year will require one. And statewide, of roughly 415,000 criminal cases involving indigent defendants per year, an estimated 11% or 46,000 required *Padilla* advice.

Proposed Project to Address Problem:

The goal of the project is to provide additional capacity in Hays County and across the 3rd Administrative Judicial Region for constitutionally required *Padilla* assistance to criminal defense attorneys.

myPadilla, a Texas nonprofit¹, provides remote written *Padilla* advisals to Texas attorneys through an online platform. The tool—available at myPadilla.com—allows defense attorneys to:

- (1) Interview clients;
- (2) Submit secure intake forms; and
- (3) Receive written advisals with individualized *Padilla* advice.

Attorneys working with myPadilla review intake forms, follow up with defense attorneys as necessary, and submit secure written advice. (Note: advice from myPadilla is limited to *Padilla* advice and does not include immigration representation.)

The project will also include CLE for criminal defense attorneys regarding *Padilla* compliance and use of the tool.

As a result of the pilot project, criminal defense attorneys who previously lacked a resource for complying with *Padilla* will be able to more efficiently and effectively serve their clients, and indigent defendants in underserved areas of Texas will see their Sixth Amendment rights upheld. Success metrics will involve numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service.

myPadilla has conducted a “pre-pilot” phase to test the service. Defense attorneys in several counties across Texas, including Brewster, Hudspeth, Collin, Lubbock, Hidalgo, Laredo, and Travis, used or reviewed the tool and provided feedback regarding their *Padilla* compliance needs.

As mentioned previously, the project will also capitalize on existing investments in immigration resources at the Dallas County Public Defender program, the Capital Area Private Defender Service, and the Webb County Public Defender Office, by extending to other parts of the state the learnings from those offices.

Specific Assistance Needed from the Task Force:

The County seeks \$342,720 in funding to compensate remote *Padilla* attorneys for providing expert assistance to defense attorneys beginning in Hays and neighboring counties and expanding outward throughout the 3rd AJR.

At an hourly rate of \$150, this grant will help facilitate *Padilla* consultations in nearly 1000 cases; malpractice and related insurance; training and outreach for defense attorneys in participating counties; and software maintenance. This total also includes a 5% administrative and overhead fee to Hays County.

¹ Fiscally sponsored by FJC, a 501(c)(3).

Because demand for the service is estimated and will depend, in part, on attorneys having been trained and onboarded, the funding sought is for *up to* ~1948 attorney hours / ~974 cases, and actual reimbursement to *Padilla* attorneys will depend on utilization.

The project is otherwise supported during the pilot period by:

- (1) an anonymous funder (\$87,000)
- (2) Harvard Law Public Service Venture Fund (\$80,000)
- (3) Skadden Flom Incubator Grant (\$10,000)

Summary Report

We will produce a report at the conclusion of the pilot summarizing success metrics (numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service) and documenting successes, challenges, and recommendations for future service expansion of *Padilla* services across the state.

Additional Documentation if Applicable (describe here and attach to this Application)

Budget

_____ County requests the above Technical Support from the Texas Indigent Defense Commission (Commission). We understand that:

1. The above requested technical support is subject to approval by the Commission.
2. This application does not constitute an agreement until approved and accepted by all parties.
3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.
4. The county may not obligate Commission funds or staff without a specific written agreement.
5. Disbursement of funds is always subject to the availability of funds.


Signature

Ruben Becerra
Printed Name

7-30-2019
Date

Hays County Judge
Title

Exhibit B



September 13, 2019

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Andrew Murr
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Mr. Gonzalo Rios

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

The Honorable Ruben Becerra
Hays County Judge
Via E-mail: judge.becerra@co.hays.tx.us

RE: FY2020 Technical Support Grant # 19-TS-105

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a **FY2020 Technical Support Grant** in the amount of **\$342,720** for the **Regional Padilla Compliance Pilot Project**. Your Statement of Grant Award for fiscal year 2020 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to ecolfax@tidc.texas.gov on or before **October 1, 2019**. You do not need to mail a copy.

Congratulations to Hays County on developing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission's Grant Manager, at (512) 463-2508.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy:

Marisol Alonzo, Hays County Auditor: marisol.alonzo@co.hays.tx.us
Julie Wimmer, jwimmer@gmail.com

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
www.tidc.texas.gov
512.936.6994



**Statement of Grant Award
FY2020 Technical Support Grant**

Grant Number:	19-TS-105
Grantee Name:	Hays County
Program Title:	Regional <i>Padilla</i> Compliance Pilot Project
Grant Period:	10/1/2019-9/30/2020
Grant Award:	\$342,720

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by October 1, 2019. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel - Salaries (FTEs: 0)	
2) Fringe Benefits	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$326,400
7) Indirect Costs	\$16,320
Total Proposed Costs	\$342,720
Less County Match	0
Total Amount Funded by Commission	\$342,720

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below.

A handwritten signature in black ink, appearing to read 'Ruben Becerra', is written over a horizontal line.

Signature of Authorized Official

Ruben Becerra, Hays County Judge

Name & Title

September 24, 2019

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.
- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Original Grant application below



**Modified Statement of Grant
Award FY2020 Technical
Support Grant**

Grant Number: **19-TS-105**
 Grantee Name: Hays County
 Program Title: Regional *Padilla* Compliance Pilot Project
 Grant Period: 10/1/2019-9/30/2020-**3/31/2022**
 Grant Award: **\$342,720**

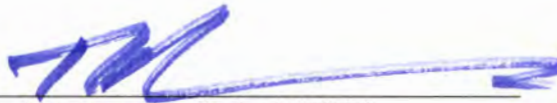
The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission by September 30, 2020. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs	
1) Personnel - Salaries (FTEs: 0)	
2) Fringe Benefits	
3) Travel and Training	
4) Equipment	
5) Supplies	
6) Contract Services	\$326,400
7) Indirect Costs	\$16,320
Total Proposed Costs	\$342,720
Less County Match	0
Total Amount Funded by Commission	\$342,720

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2019, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2019.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below.



Signature of Authorized Official

Ruben Becerra Hays County Judge

Name & Title

September 22, 2020

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget in the Statement of Grant Award is based on costs for a full 12-month period. If the County has a delayed start, the County may request an extension of the grant term to allow access to the full 12 months of funding.
- The county must develop a written plan of operations for the Regional *Padilla* Compliance Pilot Program. The plan of operations is due with the 1st quarterly progress report.
- Grantees that use grant funds to contract for services must develop and include in the contract provisions to monitor each contract that is for more than \$10,000 per year. These provisions must include specific actions to be taken if the grantee discovers that the contractor's performance does not meet the operational or performance terms of the contract.
- Contracts with third parties for core services under this grant must be provided to TIDC and approved prior to execution.
- This grant requires quarterly progress reports to document the work performed and impact of the program. The TIDC grants administrator will construct an on-line progress report that reflects the work performed in this program and is consistent with the grant application listed below. The County will be able to request modifications to the on-line report when the performance measures do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- Grant funds are disbursed on a reimbursement basis according to the funded percentage in the award. The County will submit expenditure reports to obtain reimbursement of expended funds based on actual expenditures. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.

Approved Grant Modification Request and Original Grant application below



County Judge Ruben Becerra
D I R E C T O R

Texas Indigent Defense Commission
c/o Edwin Colfax
Via E-mail: EColfax@tidc.texas.gov

Re: Request to Extend and Modify Technical Support Grant

Dear Judge Keller and members of the Texas Indigent Defense Commission:

I write to request an extension of and modification to the FY2020 Technical Support Grant #19-TS-105 for the Regional *Padilla* Compliance Pilot Project. The grant period is set to expire on 30 September 2020.

Hays County requests to extend the grant for an additional 18 months and to modify the terms to include additional counties beyond the 3rd Administrative Judicial Region. Excluded counties would include: the ten most populous counties; counties with existing in-house *Padilla* resources for indigent clients; counties with public defender offices with size/demographics sufficient to warrant an in-house resource; and TRLA-contracted counties.¹

This expansion and extension can be accommodated with existing funds carried over from the prior award.

We have been pleased to offer this remote tool for *Padilla* compliance to defense attorneys representing indigent defendants this year, and we look forward to expanding it to more areas of the state going forward.

Respectfully,

A blue ink signature of Ruben Becerra, consisting of a stylized 'R' followed by a horizontal line.

Ruben Becerra
Hays County Judge

¹ Counties excluded from the expansion: Harris; Dallas; Tarrant; Bexar; Travis; Collin; Denton; Hidalgo; El Paso; Fort Bend; Bee; Live Oak; McMullen; Refugio; Willacy.



Technical Support Application Form

County Requesting Support:		Date of Request:
Hays		August 2019
Address:	Contact Information	
712 S. Stagecoach Trl.	Name:	Ruben Becerra
Suite 1094	Title:	Hays County Judge
San Marcos, TX.	E-mail:	judge.becerra@co.hays.tx.us
78666	Phone:	512-393-2205
	Fax:	

Project Name:	Time Period:
Remote Padilla Consultation Project	September 2019-August 2020

Brief Description:

This is a pilot program to help ensure compliance with *Padilla v. Kentucky*. With its administrative home in Hays County, the pilot would begin in the 3rd Administrative Judicial Region and, if successful, may eventually connect criminal defense attorneys with *Padilla* attorneys statewide.

Issue to Be Addressed:

Under *Padilla v. Kentucky*, 559 U.S. 356 (2010), criminal defense attorneys are required to provide defendants individualized counsel regarding the immigration consequences of conviction. Nearly a decade since the decision, *Padilla* compliance is low, and Texas attorneys often risk ineffectiveness. While TIDC has funded *Padilla* attorneys in a handful of Texas counties, approximately 200 counties – including Hays and many in the 3rd AJR – have no way to regularly ensure that their defense attorneys meet their *Padilla* obligation. This project will pilot a solution for counties lacking an in-house *Padilla* attorney. Particular attention will be paid to improving compliance in rural areas and in private appointment systems which continue to provide representation in over 80% of cases involving indigent defendants in Texas.

In Hays County, of the roughly 1890 criminal cases involving indigent defendants in 2018, an estimated 5-6% or roughly 108 were entitled to a *Padilla* consultation. Across the 3rd AJR, some 2000 cases per year will require one. And statewide, of roughly 415,000 criminal cases involving indigent defendants per year, an estimated 11% or 46,000 required *Padilla* advice.

Proposed Project to Address Problem:

The goal of the project is to provide additional capacity in Hays County and across the 3rd Administrative Judicial Region for constitutionally required *Padilla* assistance to criminal defense attorneys.

myPadilla, a Texas nonprofit¹, provides remote written *Padilla* advisals to Texas attorneys through an online platform. The tool—available at myPadilla.com—allows defense attorneys to:

- (1) Interview clients;
- (2) Submit secure intake forms; and
- (3) Receive written advisals with individualized *Padilla* advice.

Attorneys working with myPadilla review intake forms, follow up with defense attorneys as necessary, and submit secure written advice. (Note: advice from myPadilla is limited to *Padilla* advice and does not include immigration representation.)

The project will also include CLE for criminal defense attorneys regarding *Padilla* compliance and use of the tool.

As a result of the pilot project, criminal defense attorneys who previously lacked a resource for complying with *Padilla* will be able to more efficiently and effectively serve their clients, and indigent defendants in underserved areas of Texas will see their Sixth Amendment rights upheld. Success metrics will involve numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service.

myPadilla has conducted a “pre-pilot” phase to test the service. Defense attorneys in several counties across Texas, including Brewster, Hudspeth, Collin, Lubbock, Hidalgo, Laredo, and Travis, used or reviewed the tool and provided feedback regarding their *Padilla* compliance needs.

As mentioned previously, the project will also capitalize on existing investments in immigration resources at the Dallas County Public Defender program, the Capital Area Private Defender Service, and the Webb County Public Defender Office, by extending to other parts of the state the learnings from those offices.

Specific Assistance Needed from the Task Force:

The County seeks \$342,720 in funding to compensate remote *Padilla* attorneys for providing expert assistance to defense attorneys beginning in Hays and neighboring counties and expanding outward throughout the 3rd AJR.

At an hourly rate of \$150, this grant will help facilitate *Padilla* consultations in nearly 1000 cases; malpractice and related insurance; training and outreach for defense attorneys in participating counties; and software maintenance. This total also includes a 5% administrative and overhead fee to Hays County.

¹ Fiscally sponsored by FJC, a 501(c)(3).

Because demand for the service is estimated and will depend, in part, on attorneys having been trained and onboarded, the funding sought is for *up to* ~1948 attorney hours / ~974 cases, and actual reimbursement to *Padilla* attorneys will depend on utilization.

The project is otherwise supported during the pilot period by:

- (1) an anonymous funder (\$87,000)
- (2) Harvard Law Public Service Venture Fund (\$80,000)
- (3) Skadden Flom Incubator Grant (\$10,000)

Summary Report

We will produce a report at the conclusion of the pilot summarizing success metrics (numbers of case referrals made compared to projections; number of criminal defense attorneys participating; and qualitative responses from defense attorneys regarding the service) and documenting successes, challenges, and recommendations for future service expansion of *Padilla* services across the state.

Additional Documentation if Applicable (describe here and attach to this Application)

Budget

_____ County requests the above Technical Support from the Texas Indigent Defense Commission (Commission). We understand that:

1. The above requested technical support is subject to approval by the Commission.
2. This application does not constitute an agreement until approved and accepted by all parties.
3. Commission reimbursement will only be made for expenses incurred during the period indicated in this request but in no case may it be for expenses prior to the beginning of this agreement or after the end date agreed in writing with the Commission.
4. The county may not obligate Commission funds or staff without a specific written agreement.
5. Disbursement of funds is always subject to the availability of funds.


Signature

7-30-2019
Date

Ruben Becerra
Printed Name

Hays County Judge
Title

EXPENSES under TIDC grant	09/2019-08/2020
Remote <i>Padilla</i> attorneys: Payments to contract attorneys and/or in-house Padilla attorneys (ceiling; subject to demand)	297200
Insurance: malpractice insurance for lawyers	1,200
Software: Tech maintenance costs for platform, hosting, database, file storage, etc.	15000
Training & outreach for criminal defense attorneys	7000
Insurance required of myPadilla by Hays County	6000
Hays County overhead & admin costs @5%	16320
TIDC Tech Support Grant requested	342,720

Timeline for Reporting and Fund Distribution

Reports will be submitted via the TIDC Grant and Plan Management website at <https://tidc.tamu.edu>.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2019 through December 2019	Grant Expenditure Report Progress report	January 15, 2020	February 2020
January 2020 through March 2020	Grant Expenditure Report Progress report	April 15, 2020	May 2020
April 2020 through June 2020	Grant Expenditure Report Progress report	July 15, 2020	August 2020
July 2020 through September 2020	Grant Expenditure Report Progress Report	October 15, 2020	December 2020
<u>October 2020 through December 2020</u>	<u>Grant Expenditure Report Progress report</u>	<u>January 15, 2021</u>	<u>February 2021</u>
<u>January 2021 through March 2021</u>	<u>Grant Expenditure Report Progress report</u>	<u>April 15, 2021</u>	<u>May 2021</u>
<u>April 2021 through June 2021</u>	<u>Grant Expenditure Report Progress report</u>	<u>July 15, 2021</u>	<u>August 2021</u>
<u>July 2021 through September 2021</u>	<u>Grant Expenditure Report Progress Report</u>	<u>October 15, 2021</u>	<u>December 2021</u>
<u>October 2021 through December 2021</u>	<u>Grant Expenditure Report Progress report</u>	<u>January 15, 2022</u>	<u>February 2022</u>
<u>January 2022 through March 2022</u>	<u>Grant Expenditure Report Progress report</u>	<u>April 15, 2022</u>	<u>May 2022</u>

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept a \$3,491.00 Proposal from the Lower Colorado River Authority (LCRA) related to relocating the Flood Warning Antenna at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

\$3,491

LINE ITEM NUMBER

006-852-94-201.5715_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) for component parts for equipment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

The attached proposal is needed to address the relocation of the flood warning antenna. LCRA and WET will coordinate efforts as outlined:

1. Equipment:
 - a. The system will have two antennas; both will be installed on the LCRA tower
 - b. Receiver and decoder will be housed in the LCRA shelter
 - c. Server will be located in the data center (Rack 1-15)
 2. LCRA and/or WET will install both antennas
 3. LCRA will terminate the cabling at the lightning phasers
 4. WET will run cable from lightning phasers to the Flood Early Warning receiver and decoder
 5. LCRA will provide ethernet cable from shelter to data center to allow for network connection
 6. Relocation of system will occur after LCRA has completed their scope; the actual move will take 1-2 days
- . Funds are available in the Public Safety Bond funds for this work.

Attachment: LCRA Proposal #000000005339512

Funds are available within the Public Safety Bond for this project.

Budget Amendment:

Increase Communication Eqpt_Capital .5715_700

Decrease Construction_Capital .5611_700



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-627-2886 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-356-6457 & Fax 1-512-482-6299
 Telecommunications

Customer: HAYS COUNTY SHERIFF **Work Order #:** 000000005339512
Address: 712 S Stagecoach Trl, Ste 1071 ***Date:** 12/7/20
 San Marcos, Texas 78666 *Pricing is valid for 30 days from the date of this Proposal.*

Statement of Work: Hays County PSAP/LEC Communications Tower/Transport/Connectivity - BILLING

Comments: Install Antennas/W&E at Hays County PSAP/LEC Tower

Labor

TASK ID	Task Description	Hours	Rates	Line Cost
10060	Antenna Installation and Materials	30.0	92.5000	2,775.0000
Labor Sub Total:				\$2,775.00

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
10060	1604006150	COAX, LMR400 Ultraflex 3/8 SKU # 27046	225	1.1543	259.7265
10060	1605011790	Connector, LMR, N Male Part # TC-400-NMH-X TESSCO #358696	2	11.2020	22.4039
10060	1605011800	Crimp, TC-400-TM, TESCO #328297	1	8.5807	8.5807
10060		Misc. Connectors and Cabling	1	250.0000	250.0000
10060		Mileage	174	0.9500	165.3007
10060		CONNECTOR, N Female-Times LMR400 TC-400-NFC, 98836, Stock 1605011767	1	9.8120	9.8120
Material Sub Total:					\$715.82

Labor Total: \$2,775.00

Material Total: \$715.82

Job Total: \$3,490.82

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept a \$4,410.00 Proposal from Water & Earth Technology (WET) related to relocating the Flood Warning Antenna at the Public Safety Building; authorize a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

\$4,410

LINE ITEM NUMBER

006-852-94-201.5715_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code 262.024(a)(7)(D) for component parts for equipment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

SHELL

SUMMARY

The attached proposal is needed to address the relocation of the flood warning antenna. LCRA and WET will coordinate efforts as outlined:

1. Equipment:
 - a. The system will have two antennas; both will be installed on the LCRA tower
 - b. Receiver and decoder will be housed in the LCRA shelter
 - c. Server will be located in the data center (Rack 1-15)
 2. LCRA and/or WET will install both antennas
 3. LCRA will terminate the cabling at the lightning phasers
 4. WET will run cable from lightning phasers to the Flood Early Warning receiver and decoder
 5. LCRA will provide ethernet cable from shelter to data center to allow for network connection
 6. Relocation of system will occur after LCRA has completed their scope; the actual move will take 1-2 days
- . Funds are available in the Public Safety Bond funds for this work.

Attachment: WET Proposal #XPHC018-1

Funds are available within the Public Safety Bond for this project.

Budget Amendment:

Increase Communication Eqpt_Capital .5719_700

Decrease Construction_Capital .5611_700

Quotation

Water & Earth Technologies, Inc.

1225 Red Cedar Circle, Unit A
Fort Collins, CO 80524
Phone (970) 225-6080 X6
email: ecarlson@wetec.us

DATE 1/14/2020
Quotation # XPHC018-1

Quote is good for: 30 days
Prepared by: Erik Carlson

Quotation For: Moving Base Station to New Public Service Building

Kellsey Schilly
Hays County Emergency Management
2171 Yarrington Road
San Marcos, TX 78666
kellsey.schilly@co.hays.tx.us

Equipment Information

The County is building a new public service building (PSB) for the emergency management staff which will include a 180 foot tower for the antennas. LCRA will install the antennas on the tower and run the coaxial antenna from the antennas into the LCRA shelter. WET will move the receiver/decoder base station from its original location at the Government Center to the new PSB. WET will need assistance from the County to get the receiver/decoder set up correctly on the County's network. This quote does not include LCRA's cost to install the antennas, antenna cable and MPLS cable.

ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE	Model No.	AMOUNT
1	1	RG-8 Antenna Cable (LA to Receiver)	\$ 100.00	100-RG8-NM-BNCM	\$ 100.00
2	1	RG-58 GPS antenna Cable (LA to Receiver)	\$ 50.00	100-RG58-NM-SMAM	\$ 50.00
ITEMS TOTAL:					\$ 150.00

ITEM NO.	LABOR DESCRIPTION	ENG I HOURS	FIELD TECH II HOURS	AMOUNT
3	LCRA Support & Hays County IT Support	8.0	0.0	\$ 840.00
4	Removing Receiver/Decoder from Government Center	2.0	2.0	\$ 400.00
5	Removing Antenna & Coaxial Cable from GC	3.0	3.0	\$ 600.00
6	Installing Receiver/Decoder at PSB	4.0	4.0	\$ 800.00
7	Programming & IT Support	8.0	4.0	\$ 1,220.00
8	Testing	2.0	2.0	\$ 400.00
LABOR TOTAL:				\$ 4,260.00
OTHER				-
TOTAL				\$ 4,410.00

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Clerk to re-grade and re-title the Bookkeeper, slot 0450-003 (grade 109) to an Accountant I (grade 113) effective January 1, 2021.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

Elaine Cardenas, County Clerk

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The County Clerk is requesting a re-grade and re-title for the current Bookkeeper, slot ...

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion related to the reconstitution of the Hays County Parks and Open Space Advisory Commission (POSAC). Possible action may follow.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

This is a follow up to recent discussions by the Commissioners Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the purchase and installation of safety handrails for the Transportation Department's two paving oil distributors, 217 & 273 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 22, 2020	\$28,331.08

LINE ITEM NUMBER

020-710-00.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

The action will allow for manufacturer approved mechanics to install specialty safety railings on Transportation's distributors.

Attachment: Cooper Equipment Quote
BuyBoard Contract #5917-19

Budget Amendment:
Decrease .5351 Road Materials
Increase .5719_700 Miscellaneous Equipment Capital

5210 N. Loop 1604 E
San Antonio, TX 78247
Ph: (210) 657-5151
Fax: (210) 657-5871



201 Commerce Blvd
Georgetown, TX 78626
Ph: (512) 930-5151
Fax: (210) 657-5871

Hays County Transportation Department
Aaron Jones, Maintenance Superintendent
P.O. Box 906, San Marcos, TX 78666
2171 Yarrington Rd., San Marcos, TX 78667
norman.selbig@co.hays.tx.us
aaron.jones@co.hays.tx.us

December 7, 2020
PH: 512 393 7389
FX: 512 393 7392
Norm CL: 512 738 0751
Aaron CI: 512 618 8033

**BuyBoard Quotation for Hays County: Transportation - Road & Bridge Dept.
Attn: Norm Selbig, Equipment Supervisor**

RE: TASB / BuyBoard Contract # 597-19, December 1, 2019

Etnyre Oil Distributor; Top-Tank Hand Rail Attachment

Etnyre 2020, 2000 Gal. Distributor, S/N S8134, Hand Rail Attachment	
includes Powered Raise / Lower System	\$ 8,900.00
Etnyre 2002, 3000 Gal. Distributor, S/N S3310, Hand Rail Attachment	
includes Powered Raise / Lower System	\$ 11,530.00
Component Pre Assembly & Shipping Crates Preparation at Factory ...	\$ 1,526.00
Sub Total, Hand Rails Attachment Sale Amount	\$ 21,956.00
Less: 7% BuyBoard Contract Discount	- 1,536.92
BuyBoard Customer Contract Sale Amount	\$ 20,419.08
Factory Freight & Dealer Installation at Dealer Facility	\$ 7,912.00
Customer Total Sale Amount	\$ 28,331.08

Allow Four to Six Weeks for the two Hand Rail Attachments to be Manufactured by
Etnyre and then to Ship.
Allow Two to Three Days for Installation at Cooper Equipment Company's Facility in
Georgetown.

Respectfully Submitted,  Rick Chapman, District Manager

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Recoil. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 22, 2020

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office Hays County use of CARES Act funding pursuant to the COVID-19 local disaster declaration. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 22, 2020	TBD

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	VILLARREAL-ALONZO	N/A

SUMMARY

Information to be provided in Executive Session.