

**Commissioners Court February 23, 2021  
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 **23<sup>rd</sup> day of February 2021**, 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	4	Recognize Judge Scott Cary for his 11 years of service to the Justice of the Peace Precinct 5 office. <b>JONES</b>
2	5-6	Adopt a proclamation recognizing February 22, 2021 as President George Washington Day. <b>INGALSBE</b>
3	7-8	Adopt a proclamation recognizing February as Dating Violence Awareness and Prevention Month. <b>BECERRA</b>
4	9	Presentation by the Greater San Marcos Partnership regarding the Emergency Cash Assistance Program (ECAP) fund. <b>SHELL</b>
5	10	Presentation regarding the Hays County 2016 Road Bond Program SH 21 Corridor Preservation Study Project: Right of Way Preservation Recommendation Report. <b>INGALSBE/JONES/BORCHERDING</b>
6	11-13	Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA). <b>BECERRA/VILLARREAL-ALONZO</b>
7	14	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>

**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.

8	15	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
9	16	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
10	17-26	Approve Commissioners Court Minutes of February 9, 2021. <b>BECERRA/CARDENAS</b>
11	27	Authorize payment to Card Services in the amount of \$718.40 in which no purchase order was issued as required per the County Purchasing Policy. <b>JONES/T.CRUMLEY</b>
12	28-52	Authorize the acceptance of a renewal award for the Texas Department of State Health Services (DSHS), FY22 Tuberculous State (TB-State) in the amount of \$28,094.00. <b>BECERRA/T.CRUMLEY</b>
13	53-54	Approve the Hays County Elections Office to purchase fifty (50) ADA compliant curbside ballot buttons from Inclusion Solutions using \$27,846.00 from the CTCL Grant to be used to notify election judges of curbside voters presence and amend the budget accordingly. <b>INGALSBE/ANDERSON</b>
14	55-57	Approve an amendment to the Hays County Purchasing Policy, Section 4.5-Category 5, to formalize Federal Requirements 7 CFR 210.21 are included in all formal solicitations. <b>INGALSBE</b>
15	58-92	Approve specifications for IFB 2021-B05 Concrete Contractor and authorize Purchasing to solicit for bids and advertise. <b>BECERRA/BORCHERDING</b>
16	93-97	Approve and confirm the appointments of Daniel Clay Law and Albert Perez as regular full-time Deputy Constables in the Hays County Constable Precinct 1 Office, effective date February 23, 2021. <b>INGALSBE/PETERSON</b>

## ACTION ITEMS

### ROADS

17	98	Discussion and possible action to consider the release of the revegetation bond #107170497 in the amount of \$4,211.20 for 6 Creeks subdivision, Phase 1, Section 3. <b>SMITH/BORCHERDING</b>
18	99-105	Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #118577K in the amount of \$44,538.27, and accept an additional 1-year warranty letter from Lone Star Paving for the pavement, for Mathias Lane along the Trails at Windy Hill, Phase 2 development between Windy Hill Road and Foster Place. <b>JONES/BORCHERDING</b>
19	106-117	Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and PaveTex for On-Call material testing for the Old Post Road Project (CR134) from CR158 to FM150 in the City of Kyle for \$25,000 and amend the budget accordingly. <b>INGALSBE/BORCHERDING</b>
20	118-158	Discussion and possible action to execute a Standard Utility Agreement (SUA) for the Project at FM 2001 West from SH21 to White Wing Trail Safety Improvements between Hays County and Enterprise Texas Pipeline LLC as part of the 2016 Road Bond Program. <b>JONES/BORCHERDING</b>
21	159-176	Discussion and possible action to execute an Advance Funding Agreement with the Texas Department of Transportation for Locally Funded Roadway Improvement Project On-System (Roundabout Intersection at RM 12 and RM 150) as part of the 2016 Road Bond Program. <b>SMITH/BORCHERDING</b>
22	177	Discussion and possible action to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Winters Mill Pkwy at RM 12 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. <b>SHELL/BORCHERDING</b>
23	178-181	Discussion and possible action to authorize the execution of a Supplemental #6 to the Professional Service Agreement (PSA) with HDR Engineering, Inc. for Robert S. Light (Buda Truck Bypass) project as part of the Hays County/TxDOT Partnership Program and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4). <b>JONES/BORCHERDING</b>

### SUBDIVISIONS

24	182-185	Discussion and possible action to consider granting a waiver from fee requirements under Section 2.03(B) of the Phasing Agreement between Hays County and Development Solutions CAT, LLC for the Caliterra Subdivision Development. <b>SMITH/PACHECO</b>
----	---------	--

### MISCELLANEOUS

25	186-187	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020 and December 8, 2020. <b>BECERRA/VILLALOBOS</b>
26	188-195	Discussion and possible action to authorize the County Judge to execute an amended Vaccine Administration Agreement between Hays County and Curative Medical Associates, Inc, for the administration of COVID-19 vaccines. <b>BECERRA/T.CRUMLEY</b>
27	196-204	Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and Comal County for Jail Services related to the housing and care of Hays County inmates. <b>INGALSBE/CUTLER</b>
28	205-206	Discussion and possible action to authorize the execution of a \$2,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2021 related to indigent health care costs. <b>SHELL</b>
29	207-213	Discussion and possible action to execute a Contract Amendment with Tyler Technologies, Inc. for the New World Public Safety Computer Aided Dispatch (CAD) Software Program for Texas State University as part of the Combined Emergency Communication Center (CECC). <b>SHELL/MCGILL</b>
30	214	Discussion and possible action to approve the selection of Half Associates for the performance of storm water facilities analysis and design on or near property owned by Hays County along Cape Road, in Precinct 1; and to authorize staff and Counsel to negotiate a contract. <b>INGALSBE</b>
31	215-216	Discussion and possible action to consider granting a variance from section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 111 Indian Springs Trace, Dripping Springs, TX 78620. <b>SMITH/MACHACEK</b>

### EXECUTIVE SESSIONS

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

32	217	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located along or near Clovis Barker Rd, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
33	218	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court. <b>SMITH</b>
34	219	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. <b>SHELL</b>

### 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.

35	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
36	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
37	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. <b>INGALSBE/CUTLER</b>
38	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. <b>SHELL</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 19<sup>th</sup> day of February, 2021

**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

Recognize Judge Scott Cary for his 11 years of service to the Justice of the Peace Precinct 5 office.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Mark Jones

#### SPONSOR

JONES

#### 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

Adopt a proclamation recognizing February 22, 2021 as President George Washington Day.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

February 23, 2021

#### 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

Joe Cox

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Please refer to attached proclamation.



**PROCLAMATION RECOGNIZING FEBRUARY 22, 2021, AS  
PRESIDENT GEORGE WASHINGTON DAY**

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

**WHEREAS**, the United States of America was established following the War of Revolution (1776 to 1783) a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

**WHEREAS**, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

**WHEREAS**, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

**WHEREAS**, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

**WHEREAS**, the William Hightower Chapter of the Sons of the American Revolution and the Captain Thomas Moore Chapter of the Daughters of the American Revolution wish to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Monday, February 22, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim February 22, 2021, as:

**PRESIDENT GEORGE WASHINGTON DAY**

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today's complex world.

**ADOPTED THIS THE 23<sup>rd</sup> DAY OF FEBRUARY 2021**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Mark Jones**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Lon A. Shell**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**

## 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

Adopt a proclamation recognizing February as Dating Violence Awareness and Prevention Month.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

February 23, 2021

#### 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

Requested by the Hays Caldwell Women's Center.



**PROCLAMATION RECOGNIZING FEBRUARY AS  
DATING VIOLENCE AWARENESS & PREVENTION MONTH**

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

**WHEREAS**, one in three adolescents is a victim of physical, sexual, emotional, or verbal abuse from a dating partner; and

**WHEREAS**, the effects of dating violence impact youth in all communities and cuts across economic, racial, gender, and societal barriers; and

**WHEREAS**, respectful, supportive, and non-violent relationships are key to safety, health, and academic success; and

**WHEREAS**, by providing teens and young adults with education about healthy relationships and relationship skills, and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

**WHEREAS**, family, friends, teachers, coaches, faith leaders, community members, and other important people in young peoples' lives have the power to influence youth in positive ways; and

**WHEREAS**, last year Hays-Caldwell Women's Center provided 235 dating violence prevention and healthy relationships presentations to 5,889 teens and young adults; and

**WHEREAS**, we must work together to raise awareness and promote healthy dating relationships with activities and conversations about mutually respectful and non-violent relationships in our homes, schools, and communities.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim the month of February 2021 as

**DATING VIOLENCE AWARENESS & PREVENTION MONTH**

for teens and young adults and does hereby call upon the citizens of Hays County to work together to raise awareness and prevent dating violence in our community and beyond.

**ADOPTED THIS THE 23rd DAY OF FEBRUARY 2021**

\_\_\_\_\_  
**Ruben Becerra  
Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1**

\_\_\_\_\_  
**Mark Jones  
Commissioner, Pct. 2**

\_\_\_\_\_  
**Lon A. Shell  
Commissioner, Pct. 3**

\_\_\_\_\_  
**Walt Smith  
Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD  
Hays County Clerk**

## 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

Presentation by the Greater San Marcos Partnership regarding the Emergency Cash Assistance Program (ECAP) fund.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

February 23, 2021

#### 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

## 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

Presentation regarding the Hays County 2016 Road Bond Program SH 21 Corridor Preservation Study Project: Right of Way Preservation Recommendation Report.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	February 23, 2021	\$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	INGALSBE	JONES

#### SUMMARY

The SH 21 Corridor Preservation Study project is an element of the Hays County 2016 Road Bond Program. On January 21, 2020, Hays County entered into a professional services agreement with HDR Engineering for the development of recommendations regarding long-term roadway improvements needed to improve mobility and safety on SH 21 between SH 80 and the Hays County line near US 183. These recommendations are being made to identify needed future right-of-way for preservation efforts by Hays County or others, as opportunities arise. These recommendations are summarized in the Draft Right of Way Preservation Recommendation Report. As part of identifying long-term roadway improvements and associated right-of-way impacts, the Report also addresses environmental resource, drainage, and major utility impacts. The SH 21 Corridor Preservation Study project has undergone a comprehensive public outreach process, including implementation of a project website; virtual town hall hosted on the project website from May 18, 2020 through May 31, 2020; a second virtual Town Hall hosted on the project website from August 18, 2020 to September 1, 2020; and, a presentation to the Caldwell County Commissioners Court on June 23, 2020. The project team also held meetings (in-person and virtual) with various stakeholders, including Hays County Consolidated Independent School District, City of San Marcos (including the Airport), Gary Job Corps/Department of Labor; City of Uhland, Lockhart Independent School District, local faith communities, landowners, utility providers, and several State and Federal officials.

## 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

Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA).

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

February 23, 2021

#### 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

Marisol Villarreal-Alonzo

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

This Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Hays County  
Texas**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

September 30, 2019

*Christopher P. Morrell*

Executive Director/CEO





**The Government Finance Officers Association of  
the United States and Canada**

*presents this*

## **AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

**Marisol Villarreal-Alonzo**

Hays County Auditor  
Hays County, Texas



*The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

*Christopher P. Morill*

Date: 1/14/2021

## 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

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

February 23, 2021

#### 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

February 23, 2021

#### 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

February 23, 2021

#### 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 February 9, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

February 23, 2021

#### 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



FEBRUARY 9, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 9<sup>th</sup> DAY OF FEBRUARY A.D., 2021, 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	COMMISSIONER, PCT. 1
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:**

Judge Becerra 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**

Harvey Jenkins made a public comment regarding county spending. Rodrigo Amaya made a public comment regarding the Office of General Counsel. Dan Lyon made a public comment regarding the Hays County Appraisal Review Board. Tim Bauerkemper, First Luther Church of San Marcos, made a public comment regarding the county utilizing different methods to register for COVID-19 vaccinations.

**36052 ADOPT A PROCLAMATION DECLARING FEBRUARY AS SPAY/NEUTER AWARENESS MONTH IN HAYS COUNTY.**

Lauren Loney, Texas State Director of The Humane Society of the United States, spoke to the court about raising awareness about spay and neutering in Hays County. Sharri Boyett, Animal Advocacy Advisor, spoke to the court regarding their efforts to save animals lives. She stated there is more work to do. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring February as Spay/Neuter Awareness Month in Hays County. All present voted "Aye." MOTION PASSED.**

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

Judge Becerra stated the county has a low number of vaccinations. He thanked everyone working to distribute the vaccination. Alex Villalobos, Emergency Management Coordinator and Chief of Staff also thanked everyone for helping to distribute vaccinations. He announced a new system will be put in place soon. Mike Jones, Emergency Services Director, stated corrections have been made for some of the appointment issues. Commissioner Smith stated that he has received negative feedback about the registration system. He did state that he received positive feedback from people who did receive the vaccination. He stated the County needs to do better. A discussion was had regarding the past two vaccination registration processes. No action was taken.

**36053 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**36054 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.**

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



\*\*\*\*\*

FEBRUARY 9, 2021

**36055 APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 26, 2021.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve Commissioners Court Minutes of January 26, 2021. All present voted "Aye." MOTION PASSED.

**36056 APPROVE THE PAYMENT OF THE FEBRUARY 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,155,000.00 EFFECTIVE FEBRUARY 12, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of the February 15, 2021 payroll disbursements in an amount not to exceed \$3,155,000.00 effective February 12, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**36057 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 3 - 4 BEDROOM LONG TERM RENTAL HOUSES LOCATED AT 5024 S OLD BASTROP HWY, SAN MARCOS, TEXAS 78666.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for 3 - 4 bedroom long term rental houses located at 5024 S Old Bastrop Hwy, San Marcos, Texas 78666. All present voted "Aye." MOTION PASSED.

**36058 ACCEPT AND APPROVE THE 2020 RACIAL PROFILING REPORT AND THE 2020 ANNUAL ACTIVITY REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PCT. 4.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to accept and approve the 2020 Racial Profiling Report and the 2020 Annual Activity Report from Hays County Constable Office, Pct. 4. All present voted "Aye." MOTION PASSED.

**36059 AUTHORIZE THE BUILDING MAINTENANCE DEPARTMENT TO PURCHASE TWELVE (12) NEW 36-GALLON EXTERIOR TRASH CANS FOR THE HISTORICAL COURT HOUSE PROPERTY IN THE AMOUNT OF \$8,028 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Building Maintenance Department to purchase twelve (12) new 36-gallon exterior trash cans for the Historical Court House property in the amount of \$8,028 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36060 AUTHORIZE THE EXECUTION OF RESOLUTION AND SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE FOR THE FAMILY JUSTICE CENTER IN THE AMOUNT OF \$54,868.74.**

Wes Mau, District Attorney, stated this item and the next item are of top priority. He stated these programs notify victims in Hays County of the information about their cases. These programs keep the lines of communication open between the court and the crime victims. Rodrigo Amaya made a public comment regarding the dollar amounts and additional information of available services. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of Resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance for the Family Justice Center in the amount of \$54,868.74. All present voted "Aye." MOTION PASSED.

**36061 AUTHORIZE THE EXECUTION OF RESOLUTION AND SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE COORDINATOR IN THE AMOUNT OF \$54,868.74.**



FEBRUARY 9, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the execution of Resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator in the amount of \$54,868.74. All present voted "Aye." MOTION PASSED.

**36062      AUTHORIZE JM ENGINEERING, LLC TO REPLACE A 5-TON LENNOX HVAC UNIT WITH A 5-TON AMERICAN STANDARD UNIT LOCATED AT THE PCT 3 OFFICE IN THE AMOUNT OF \$10,356 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize JM Engineering, LLC to replace a 5-Ton Lennox HVAC unit with a 5-Ton American Standard unit located at the PCT 3 Office in the amount of \$10,356 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36063      APPROVE THE APPOINTMENT OF ASHLEY MARTINEZ TO THE HAYS COUNTY CHILD PROTECTIVE BOARD, 3 YEAR TERM ENDING 12/31/23.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the appointment of Ashley Martinez to the Hays County Child Protective Board, 3 year term ending 12/31/23. All present voted "Aye." MOTION PASSED.

**36064      AUTHORIZE THE EXECUTION OF AMENDMENT NO. 3 TO THE GENERAL LAND OFFICE (GLO) CONTRACT NO. 18-421-000-B130 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM HOUSING PROJECTS NON-RESEARCH & DEVELOPMENT 2015 FLOOD ALLOCATION.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of Amendment No. 3 to the General Land Office (GLO) Contract No. 18-421-000-B130 Community Development Block Grant Disaster Recovery Program Housing Projects Non-Research & Development 2015 Flood Allocation. All present voted "Aye." MOTION PASSED.

**36065      APPROVE UTILITY PERMITS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Utility Permits. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #16 RE: APPROVE THE APPOINTMENT OF WALT SMITH AS AN ALTERNATE REPRESENTATIVE TO THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) TRANSPORTATION POLICY BOARD. – WAS PULLED.**

**36066      AUTHORIZE THE ENROLLMENT AND REQUIREMENT OF ALL HAYS COUNTY EMPLOYEES AND ELECTED OFFICIALS WHO HAVE ACCESS TO A LOCAL GOVERNMENT COMPUTER SYSTEM OR DATABASE TO COMPLETE A CYBERSECURITY TRAINING PROGRAM CERTIFIED BY THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) AT LEAST ANNUALLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. All present voted "Aye." MOTION PASSED.

**36067      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR FIVE WAREHOUSE BUILDINGS LOCATED ON POSEY RD, SAN MARCOS TX, 78666.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for five warehouse buildings located on Posey Rd, San Marcos TX, 78666. All present voted "Aye." MOTION PASSED.





\*\*\*\*\*

FEBRUARY 9, 2021

**36068 AMEND VARIOUS DEPARTMENTAL OPERATING, SPECIAL REVENUE AND CAPITAL PROJECT BUDGETS IN PREPARATION THE COUNTY'S FY 2020 YEAR-END PROCESS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend various departmental operating, special revenue and capital project budgets in preparation the County's FY 2020 year-end process. All present voted "Aye." MOTION PASSED.

**36069 AUTHORIZE THE EXECUTION OF A RESOLUTION AND SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION FOR THE MENTAL HEALTH CRISIS INTERVENTION GRANT RENEWAL.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a resolution and submit a grant application to the Office of the Governor - Criminal Justice Division for the Mental Health Crisis Intervention grant renewal. All present voted "Aye." MOTION PASSED.

**36070 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR SINGLE FAMILY RESIDENCE AND GUEST HOUSE LOCATED AT 8203 BEAR CREEK DRIVE, AUSTIN, TEXAS 78737.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for single family residence and guest house located at 8203 Bear Creek Drive, Austin, Texas 78737. All present voted "Aye." MOTION PASSED.

**36071 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR A RETAIL ART GALLERY LOCATED AT 246 AMERICAN WAY, DRIPPING SPRINGS TX 78620.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for a Retail Art Gallery Located at 246 American Way, Dripping Springs TX 78620. All present voted "Aye." MOTION PASSED.

**36072 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 3 SHORT-TERM RENTAL CABINS AND TWO SINGLE FAMILY RESIDENCES LOCATED AT 3403 RR 2325, WIMBERLEY, TEXAS 78676.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for 3 short-term rental cabins and two Single Family Residences located at 3403 RR 2325, Wimberley, Texas 78676. All present voted "Aye." MOTION PASSED.

**36073 APPROVE SPECIFICATIONS FOR IFB 2021-B07 SIGNAL POLES AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2021-B07 Signal Poles and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

**36074 AMEND THE OAG HAYS COUNTY HAZMAT TEAM MONITOR MAINTENANCE GRANT BUDGET FOR CONTINUING EDUCATION RELATED TO AN ON-SITE TRAINING COURSE FOR HAZMAT EQUIPMENT USE AND MAINTENANCE, MATERIALS SAMPLING AND RADIOLOGICAL RESPONSE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the OAG Hays County HazMat Team Monitor Maintenance grant budget for continuing education related to an on-site training course for HazMat equipment use and maintenance, materials sampling and radiological response. All present voted "Aye." MOTION PASSED.



\*\*\*\*\*

FEBRUARY 9, 2021

- 36075      AUTHORIZE THE JUVENILE DETENTION CENTER TO PURCHASE A REPLACEMENT 125KW DIESEL GENERATOR AND EXECUTE AN ANNUAL MAINTENANCE AGREEMENT WITH HOLT POWER SYSTEMS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Juvenile Detention Center to purchase a replacement 125KW Diesel Generator and execute an annual maintenance agreement with Holt Power Systems and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36076      AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL NO. 4 TO WORK AUTHORIZATION NO. 1 FOR AMERICAN STRUCTUREPOINT, INC ON THE RM 3237 SAFETY PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.**

Commissioner Shell stated this is an extension to the intersection for safety reasons. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Supplemental No. 4 to Work Authorization No. 1 for American Structurepoint, Inc on the RM 3237 Safety project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

- 36077      APPROVE THE SELECTION OF PAVETEX TESTING TO PERFORM QUALITY CONTROL MATERIALS TESTING ON THE OLD POST ROAD RECONSTRUCTION PROJECT AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

Commissioner Ingalsbe stated the cost will be reimbursed by the City of Kyle. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the selection of Pavetex Testing to perform quality control materials testing on the Old Post Road Reconstruction Project and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 36078      APPROVE THE SELECTION OF K FRIESE & ASSOCIATES, INC. TO PROVIDE POST CONSTRUCTION DRAINAGE REPORT & DOCUMENTS FOR LIME KILN ROAD PROJECT IN PRECINCT 4; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

Commissioner Smith stated this item will authorize K Friese to produce a report that is need by FEMA to indicate any changes due to the construction of the bridge to the floodplain. A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the selection of K Friese & Associates, Inc. to provide post construction drainage report & documents for Lime Kiln Road project in Precinct 4; and to authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 36079      AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 4 FOR A TIME EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND WSB & ASSOCIATES, INC. FOR THE US 290 WEST SAFETY IMPROVEMENTS AT TRAUTWEIN ROAD INTERSECTION PROJECT.**

Commissioner Smith stated there was no dollar change made for this project. A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 4 for a time extension to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West Safety Improvements at Trautwein Road Intersection project. All present voted "Aye." MOTION PASSED.

- 36080      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT BETWEEN HAYS COUNTY AND QUICKBASE INC. FOR SOFTWARE IN THE AMOUNT OF \$9,600 THAT WILL BE USED AS THE COVID-19 VACCINE PRE-REGISTRATION SYSTEM AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Ingalsbe thanked the county staff members for sharing information with her office regarding the registration system. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract between Hays County and QuickBase Inc. for software in the amount of \$9,600 that will be used as the COVID-19 vaccine pre-registration system and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



\*\*\*\*\*

FEBRUARY 9, 2021

- 36081      AUTHORIZE GENERAL COUNSEL TO EXECUTE A JOINT ENGAGEMENT LETTER WITH LOCKE LORD, LLP RELATED TO LEGAL SERVICES ASSOCIATED WITH THE FM 110 TRZ; TO AUTHORIZE GENERAL COUNSEL TO COORDINATE WITH THE CITY OF SAN MARCOS FOR JOINT EXECUTION OF THE SAME; AND TO AUTHORIZE USE OF THE TRZ FUND FOR THE WORK ASSOCIATED WITH THIS ENGAGEMENT AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024(A)(4).**

Commissioner Ingalsbe stated this item authorizes General Counsel to work with Locke Lord LLP for revisions needed for the FM 110 TRZ. Mark Kennedy, General Counsel, announced an Interlocal Agreement would be put in place, eventually. Commissioner Smith stated for the record, that he worked for Locke Lord LLP in a full-time capacity from 2010-2014. He would not be recusing himself as there is no gain from this item. Mark Kennedy, General Counsel, stated per the Auditor and at the request of Locke Lord, LLP a cap would be set not to exceed \$20,000, which will be intergraded in the engagement letter. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize General Counsel to execute a Joint Engagement Letter with Locke Lord, LLP related to legal services associated with the FM 110 TRZ; to authorize General Counsel to coordinate with the City of San Marcos for joint execution of the same; and to authorize use of the TRZ fund for the work associated with this engagement and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). All present voted "Aye."** MOTION PASSED.

- 36082      AUTHORIZE THE EXECUTION OF AN ENGAGEMENT LETTER WITH DAVIS KAUFMAN PLLC FOR \$69,996 RELATED TO THE 87TH LEGISLATIVE SESSION OF THE TEXAS LEGISLATURE AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024(A)(4).**

Commissioner Shell stated this is the third session of the Legislature to use Davis Kaufman PLLC. He stated they have been very satisfied with their work. Mark Kennedy, General Counsel, stated this firm was utilized to help provide information that is important to the county. They were helpful during the sessions dealing with Electro Purification and other regulatory issues. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of an engagement letter with Davis Kaufman PLLC for \$69,996 related to the 87th legislative session of the Texas Legislature and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). All present voted "Aye."** MOTION PASSED.

- 36083      EXECUTE A \$194,300.78 PURCHASE FROM KOFILTE TECHNOLOGIES RELATED TO THE PRESERVATION OF PROBATE CASE FILES AS BUDGETED.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to execute a \$194,300.78 purchase from Kofite Technologies related to the preservation of probate case files as budgeted. All present voted "Aye." MOTION PASSED.

- 36084      APPROVE A RESOLUTION IN SUPPORT OF LEGISLATION TO AMEND THE HAYS TRINITY GROUNDWATER DISTRICT'S (HTGCD) ENABLING LEGISLATION.**

Commissioner Shell stated this item included draft language at this point. He reviewed with the court the highlights of the resolution in support of legislation. Commissioner Smith stated the funds raised for this should be used for monitoring or research. He stated if at any time he has concerns that he would reconsider. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve a resolution in support of legislation to amend the Hays Trinity Groundwater District's (HTGCD) enabling legislation. All present voted "Aye."** MOTION PASSED.

- 36085      AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT WITH THE DEPARTMENT OF PUBLIC SAFETY (DPS) FOR ASSISTANCE IN TESTING AND ANALYSIS OF SEIZED DRUG EVIDENCE SUBMITTED BY HAYS COUNTY LAW ENFORCEMENT AGENCIES.**

Rodrigo Amaya made a public comment regarding the dollar amount for this contract. Wes Mau, District Attorney, stated this contract assigns a DPS lab analyst to prioritize Hays County cases until we reach the number of the contract, which is 70 cases per month. This contract will expedite the wait time for lab results regarding drug cases.



\*\*\*\*\*

FEBRUARY 9, 2021

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorizing the County Judge to execute an Interlocal Cooperation Contract with the Department of Public Safety (DPS) for assistance in testing and analysis of seized drug evidence submitted by Hays County law enforcement agencies. All present voted "Aye." MOTION PASSED.

**36086 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LARRY J FOSTER, TEXAS PROFESSIONAL INSPECTOR #3 TO REFLECT AN UPDATED FEE SCHEDULE TO PROVIDE TEXAS REAL ESTATE COMMISSION (TREC) INSPECTIONS FOR THE HUD FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RELIEF (CDBG-DR) HOUSING PROGRAM.**

Rodrigo Amaya made a public comment regarding the change in dollar amount for this agenda item. Commissioner Jones stated these fees cover the inspections needed. Jessica Bickford, Langford Community Management Services, stated that the county worked on getting the inspections waived, however that did not happen. Judge Becerra clarified the grant will cover the increased amount. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Amendment #1 to the Professional Services Agreement (PSA) between Hays County and Larry J Foster, Texas Professional Inspector #3 to reflect an updated fee schedule to provide Texas Real Estate Commission (TREC) Inspections for the HUD funded Community Development Block Grant Disaster Relief (CDBG-DR) Housing Program. All present voted "Aye." MOTION PASSED.**

**36087 EXECUTE A STATEMENT OF WORK WITH WESTNET, INC. RELATED TO A FIRST-IN ALERTING PLATFORM SYSTEM FOR EMERGENCY RESPONDERS AS BUDGETED DURING THE FY21 BUDGET PROCESS.**

Jeff McGill, Director of Information Technology, stated this system is designed to reduce the response time for emergency responders. Chief David Smith, EMT, stated the Westnet system will allow for the responders to automate their calls. The current system that is used was last updated in the 90's. The Westnet system will tie in the radio system and the CAD system together to relay information much faster. The court thanked the Chief and Jeff McGill for their work on this system. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe, to execute a Statement of Work with Westnet, Inc. related to a First-In Alerting Platform System for emergency responders as budgeted during the FY21 budget process. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Judge Becerra called for a break that began at 10:12 a.m. and resumed back into open court at 10:22 a.m.

**36088 EXECUTE A CONSTRUCTION PROPOSAL WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) RELATED TO THE WESTNET FIRST-IN ALERTING PLATFORM SYSTEM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024(A)(7)(D).**

Jeff McGill, Director of Information Technology, stated this is the second part to the emergency response system. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to execute a Construction Proposal with the Lower Colorado River Authority (LCRA) related to the Westnet First-In Alerting Platform System and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Executive Session began at 11:02 a.m. and resumed back into open court at 4:30 p.m.

**36089 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize partial payment of an invoice for the Center for Public Policy - Dispute Resolution, the County's obligation being \$778.12 to be paid from the General Counsel legal fund and in relation to mediation services associated with the Dripping Springs town center project. All present voted "Aye." MOTION PASSED.



FEBRUARY 9, 2021

**36090 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 TEXAS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize Amendment # 1 to the Chapter 381 Economic Development Incentive Agreement between Hays County and BestBuy.Com LLC as presented in the Executive Session. All present voted "Aye." MOTION PASSED.

Comment: This amendment will suspend the operation of the agreement between the parties, and if market place rules change to provide for tax collection at the call center here in San Marcos.

**36091 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY ELECTIONS OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to restructure the administrative assistant I slot 0273-005 within the election's office to an equipment data coordinator grade 110 effective March 1, 2021 as presented in Executive Session. All present voted "Aye." MOTION PASSED.

**36092 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY VETERAN SERVICES OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Veteran Office restructure as presented in Executive Session to establish a progressive pay plan for the Assistance Veteran Service Officers effective 2/9/2021. All present voted "Aye." MOTION PASSED.

**EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE AUDITOR'S OFFICE HAYS COUNTY USE U.S. DEPARTMENT OF TREASURY FUNDS PURSUANT TO SECTION 501(A) OF DIVISION N OF THE CONSOLIDATED APPROPRIATIONS ACT AND THE COVID-19 LOCAL DISASTER DECLARATION. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

No action was taken.

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF ALL INDIVIDUAL POSITIONS THAT REPORT DIRECTLY TO THE COMMISSIONERS COURT INCLUDING DEPARTMENT HEADS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

**Clerk's Note Agenda Item #46 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.**

**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 \$49,545.00 for the week of January 31 – February 6, 2020. The number of outsourced males was 133 inmates and females were 0 inmates. The number of arrest made by agency are as follows; Buda Police Department - 3,

HAYS COUNTY COMMISSIONERS' COURT MINUTES



\*\*\*\*\*

FEBRUARY 9, 2021

Hays County Sheriff's Department – 49, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 20, San Marcos Police Department - 40, Texas State Police Department – 3. No action taken.

**Clerk's Note Agenda Item #48 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 #49 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 5:09 p.m.

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 February 9, 2021.



\_\_\_\_\_  
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

Authorize payment to Card Services in the amount of \$718.40 in which no purchase order was issued as required per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	\$718.40

#### LINE ITEM NUMBER

001-712-00.5391

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

**PURCHASING GUIDELINES FOLLOWED:** NO      **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	JONES	N/A

#### SUMMARY

Countywide Operations | Local Health Department ordered food for COVID-19 vaccine clinic volunteers from Hays County BBQ (using the department credit card) and failed to obtain a purchase order as required per county policy.

##### Attachments:

Hays County BBQ receipt  
Expenditure Request Form



## 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 acceptance of a renewal award for the Texas Department of State Health Services (DSHS), FY22 Tuberculous State (TB-State) in the amount of \$28,094.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	\$5,619.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

#### SUMMARY

This renewal contract with the Texas DSHS is to supports the Regional and Local Services/System/Local Public Health Services provided by the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program.

The total allocation amount for FY22 (09/01/2021 through 08/31/2022) is \$51,463.00  
Match portion is equal to 20% and a total of %5,619.00

Attachment:  
Renewal Packet for FY22





# **Inter-Local Application For Tuberculosis Prevention and Control for FY 2022 State Funds**

<http://www.dshs.state.tx.us/idcu/disease/tb>

## **Tuberculosis and Hansen's Disease Branch**

Texas Department of State Health Services

Mail Code 1873

P.O. Box 149347

Austin, TX 78714-9347

## TABLE OF CONTENTS

1. APPLICATION TABLE OF CONTENTS AND CHECKLIST
2. ADMINISTRATIVE INFORMATION (with supplemental documentation attached if required)
3. ORGANIZATION, RESOURCES AND CAPACITY
4. PERFORMANCE MEASURES
5. FY22 Budget Template (Please note that the Face Page and Contacts Form are included on the budget template)

## Inter-Local APPLICATION CHECKLIST

### Legal Name of applicant:

*This form is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted.*

FORM	DESCRIPTION	Included
A	Face Page completed (Tab included on budget template)	X
B	Application Checklist completed and included	X
C	Contact Person Information completed (Tab included on budget template)	X
D	Administrative Information completed and included (with supplemental documentation attached if required)	X
E	Organization, Resources and Capacity included	X
F	Performance Measures included	X
G	FY22 Budget Template completed and included	X

## FORM D: ADMINISTRATIVE INFORMATION - ILA

*This form provides information regarding identification and contract history on the applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information **or provide the required supplemental document behind this form.** If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

**Legal Name of Applicant:** Hays County Local Health Department

### Identifying Information

**The applicant shall complete the following information:**

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the applicant.

Last Name:	<u>Becerra</u>	Mailing Address (incl. street, city, county, state, & zip):
First Name:	<u>Ruben</u>	<u>111 E. San Antonio Street., Ste. 300</u>
Middle Name:	<u></u>	<u>San Marcos, Hays ,TX 78666</u>
<hr/>		
Last Name :	<u>_Crumley_</u>	Mailing Address (incl. Street, city, county, state, & zip) :
First Name :	<u>_Tammy_</u>	<u>_712 S. Stagecoach Trail., Ste 1045_</u>
Middle Name :	<u></u>	<u>_San Marcos, Hays, TX 78666_</u>

### Conflict of Interest and Contract History

The applicant shall disclose any existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding. Examples of potential conflicts may include an existing business or personal relationship between the applicant, its principal, or any affiliate or subcontractor, with DSHS, the participating agencies, or any other entity or person involved in any way in any project that is the subject of this Application for Funding. Similarly, any personal or business relationship between the applicant, the principals, or any affiliate or subcontractor, with any employee of DSHS, a participating agency, or their respective suppliers, must be disclosed. Any such relationship that might be perceived or represented as a conflict shall be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the applicant may be disqualified from further consideration for the award of a contract.

- 1. Does anyone in the applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding?**

☐ YES      NO      ☒

*If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)*

- 2. Has any member of applicant's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the application due date?**

☐ YES      NO      ☒

*If YES, indicate his/her name, social security number, job title, agency employed by, separation date, and reason for separation.*

## FORM D: ADMINISTRATIVE INFORMATION – ILA - continued

**3. Has applicant had a contract with DSHS within the past 24 months?**

☒ **YES**      ☐ **NO**

*If YES, indicate the contract number(s):*

Contract Number(s)	
Contract Number	Grant
HHS000104800001	Immunizations/Local
HHS000686100019	TB/PC Federal
HHS000812700024	COVID-19 Grant Program
HHS0007715000001	COVID-19
HHS000436300015	Texas Epidemiology Capacity Expansion Grant Program
HHS000486300001	TB/PC State
HHS000485600019	RLSS/LPHS
537-18-0153-00001	PHEP
537-18-0037-00001	TB/PC State

*If NO, applicant must be able to demonstrate fiscal solvency. Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes DSHS will evaluate the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the applicant's financial capability.*

**4. Is applicant or any member of applicant's executive management, project management, board members or principal officers:**

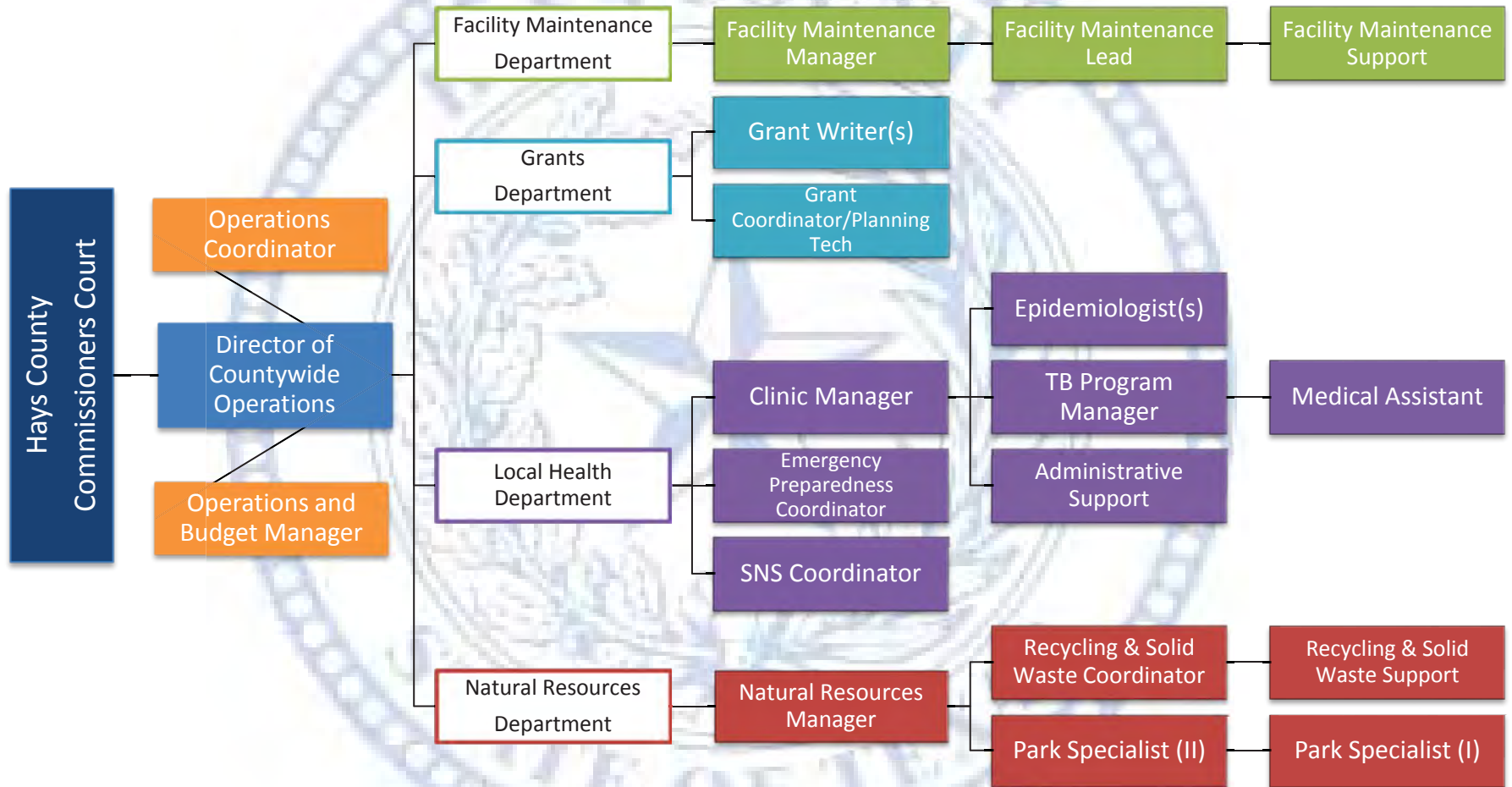
- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES**      **NO**      ☒

*If YES, please explain. (Attach no more than one additional page.)*

**FORM E: ORGANIZATION, RESOURCES AND CAPACITY**  
**(Organizational Chart)**

# Countywide Operations Organizational Chart



## FORM F: PERFORMANCE MEASURES

*In the event a contract is awarded, applicant agrees that performance measures will be used to assess, in part, the applicant's effectiveness in providing the services described.*

---

If a program's performance falls short of desired benchmarks, DSHS may (at its sole discretion) require additional measures to improve performance on a timeline set by DSHS.

1. Update protocols and procedures to support TB program performance evaluation and CQI.
2. Conduct quarterly cohort reviews in accordance with the DSHS *Tuberculosis Cohort Review Policy* ([DSHS Policy Number 7000](#)).
3. Perform routine case management review and document findings.
4. Use NTIP and Texas Performance Measures to assess progress toward achieving state and national objectives.
5. Meet the following Texas TB Performance Measures:
6. Newly reported TB cases must have an HIV test performed unless there is documented evidence of an HIV-positive result or the client refuses. The desired benchmark, 91%.
7. All probable and confirmed TB clients are placed on DOT at the start of treatment†. The desired benchmark, 92.2%.
8. Newly reported probable and confirmed cases of TB are started on the standard four-drug regimen. The desired benchmark, 94%.
9. Newly reported clients aged 12 and older for whom TB was identified in the pleura or other respiratory site must have sputum collected and tested for AFB smear and culture results\*. The desired benchmark, 94%.
10. Newly reported cases of TB with AFB-positive sputum culture results must have documented conversion to sputum culture-negative within 60 days of initiation of treatment. The desired benchmark, 64.2%.
11. Newly diagnosed TB cases that are eligible to complete treatment within 12 months must complete therapy within 365 days or less. Exclude the following TB cases who: are diagnosed at death; die during therapy; are resistant to rifampin; have meningeal disease; and are age 14 or younger with either military disease or a positive blood culture for TB. The desired benchmark, 89%.
12. Increase the proportion of culture-confirmed TB cases with genotyping result reported. The desired benchmark, 98%.
13. TB cases with initial cultures positive for *M. tb* complex are tested for drug susceptibility with results documented in the medical record. The desired benchmark, 80%.



14. Newly reported TB clients with a positive AFB sputum-smear result have at least three contacts evaluated as part of the contact investigation. The desired benchmark, 92%.
15. Newly identified contacts identified through the contact investigation that are associated with a sputum AFB smear-positive TB case are evaluated for TB infection and disease. The desired benchmark, 79%.
16. Contacts identified to an AFB smear positive client and for whom TB infection was diagnosed must be started on treatment for TB infection within a week of diagnosis. The desired benchmark, 76%.
17. Contacts identified to an AFB smear positive client and for whom treatment was initiated for TB infection must complete treatment within the recommended time frame. The desired benchmark, 50%.
18. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose medical evaluation was initiated within 30 days of notification. The desired benchmark, 62%.
19. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose evaluation was completed within 90 days of notification. The desired benchmark, 45%.
20. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who start treatment for TB infection. The desired benchmark, 74.6%.
21. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who complete treatment for TB infection. The desired benchmark, 68%.

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII “Records Retention” and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, “D. Reporting” and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, **due March 28, 2022** a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.



**Legal Name of Applicant Agency:**

**Mailing Address:**

Street / PO Box:

City:

Zip:

**Payee Name:**

**Payee Mailing Address:**

Street / PO Box:

City:

Zip:

**State of Texas Comptroller Vendor ID #** (11  
digit + 3 digit mail code):

**DUNS #** (9 digits required for subrecipient contractors):

**Fiscal Year-End Date (MM/DD)**

**Type of Entity (Choose one)**

City:

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:

End Date:

**State-wide or Counties Served**

State-wide or County(ies) Served:

**Amount of Funding Allocated:**

**FY2022**  
**TB - State**

**Applicant Information**

Hays County Health Department

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

Hays County Treasurer

712 S. Stagecoach Trail, Suite 1094  
San Marcos, TX  
78666

17460022415002  
09-7494884

09/30

Click on appropriate box

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

9/1/21

8/31/22

Hays
------

\$28,094.00
-------------

## CONTACT PERSON INFORMATION

Legal Business Name:

*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:**   
Direct Phone:  Ext:   
E-mail:

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

**B-13 Submitter:**   
Direct Phone:  Ext:   
E-mail:

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

**Program Lead Person:**   
Direct Phone:  Ext:   
E-mail:

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

**Contract Lead Person:**   
Direct Phone:  Ext:   
E-mail:

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

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

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

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

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

**FFATA/Assurances Signatory:**   
Direct Phone:  Ext:

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

## BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds (6)
A. Personnel	\$16,521	\$16,521			\$0	
B. Fringe Benefits	\$9,278	\$9,278			\$0	
C. Travel	\$0	\$0			\$0	
D. Equipment	\$0	\$0			\$0	
E. Supplies	\$1,044	\$600			\$444	
F. Contractual	\$6,675	\$1,500			\$5,175	
G. Other	\$195	\$195			\$0	
H. Total Direct Costs	\$33,713	\$28,094	\$0	\$0	\$5,619	\$0
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$33,713	\$28,094	\$0	\$0	\$5,619	\$0
				Match Percentage	<b>20.00%</b>	

## PERSONNEL Budget Category Detail Form

**Legal Name of Respondent:**

**Hays County Health Department**[illegible]

<b>FRINGE BENEFITS</b>		Itemize the elements of fringe benefits in the space below:		
FICA 6.2% = \$1024 MEDICARE 1.45% = \$240 RETIREMENT 13.16% = \$2174 MEDICAL,DENTAL & LIFE INSURANCE \$11800.44 x .495% = \$5841				
<b>Total Number of FTEs:</b>	<b>0.50</b>		<b>Fringe Benefit Rate %</b>	<b>56.16%</b>
		<b>Fringe Benefits Total</b>		<b>\$9,278</b>



## 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 (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item and categorize by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification
Office Supplies	General office supplies to support administrative functions
Medical Supplies	PPD syringes, needles, alcohol, bandaids, sanitary sheets
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS

Total Amount Requested for Supplies:

--

pply item. Costs may be

Total Cost
\$100
\$500
\$0

\$600
-------

## 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. 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)
J. Castilleja, M.D.	Physician oversight of patients referred to the Health Department TB program for active or latent TB infection	Visits in addition to currently scheduled visits that will be on an as needed bases.	Per visit	10	\$150.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

--

as "To Be Named."

TOTAL COST
\$1,500
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0

\$1,500
---------

## OTHER COSTS Budget Category Detail Form

**Legal Name of Respondent:**

**Hays County Health Department**

Description of Item Include quantity and cost/quantity	Purpose & Justification
Printing	Printing of flyers and other educational material related to the TB program
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEET _____

Total Amount Requested for Other:

--

Total Cost
\$195
\$0

\$195
-------

## CONTRACTUAL Budget Category Detail Form (Match)

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  
Justification for any contract that de

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)
J. Castilleja, M.D.	Physician oversight of patients referred to the Health Department TB program for active or latent TB infection	There is no on-staff physician for treatment/management of patients infected with TB.	Monthly	8.625	\$600.00

Total Amount Requested for CONTRACTUAL:

--

as "To Be Named."

TOTAL
\$5,175
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$5,175



## 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 Hays County Election Office to purchase fifty (50) ADA compliant curbside ballot buttons from Inclusion Solutions using \$27,846.00 from the CTCL Grant to be used to notify election judges of curbside voters presence and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	\$27,846.00

#### LINE ITEM NUMBER

001-655-99-142]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson, Election Administrator	INGALSBE	N/A

#### SUMMARY

Increase Grant Misc. Equipment  
Decrease Grant Operating Expenses



**Inclusion Solutions**  
2000 Greenleaf St.  
Suite 3 Evanston, IL 60202  
www.inclusionsolutions.com  
Email contact@inclusionsolutions.com  
Tel 847-869-2500  
Fax 847-869-2515

## Sales Quote

Quote #	SQ-008513
Date	2/1/2021

Billing Address **Hays TX, County of**  
712 S. Stagecoach Trail, #1021  
San Marcos, TX  
78666-7751

Shipping Address **Hays TX, County of**  
712 S. Stagecoach Trail, #1021  
San Marcos, TX  
78666-7751

Contact Jennifer Anderson  
Phone 512/393-7738

Email Address janderson@co.hays.tx.us  
Fax# 512/393-7735

Sales Rep
Hollister Bundy

Item No.	Product Name	Quantity	Unit Price	Discount per Unit	Sub-Total
BCMAX	BallotCall Max	50	\$599.00	\$50.00	\$27,450.00

Remarks

74 left in stock now (so you may want to order now).  
We can customize sign any way you want.  
Eligible for CTCL grant  
Shipping Normally \$15 each discounted to \$7.92 each

Sub-Total

\$27,450.00

Shipping

\$396.00

Total

\$27,846.00

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by: \_\_\_\_\_ (Sign Here)

## 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 an amendment to the Hays County Purchasing Policy, Section 4.5-Category 5, to formalize Federal Requirements 7 CFR 210.21 are included in all formal solicitations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

This amendment formalizes the inclusion of the 7 CFR 210.21 language in formal solicitations.

Policy will be amended to read:

CATEGORY 2-PURCHASES OVER \$50,000 - Sealed competitive written bids or proposals must be secured for all transactions reasonably anticipated being in excess of \$50,000 by Purchasing with approval of Commissioners' Court. All competitive bids to be funded with federal dollars will include the "EXHIBIT FOR FEDERALLY-FUNDED CONTRACTS SUBJECT TO APPENDIX II (2 CFR 200) and BUY AMERICAN PROVISIONS (7 CFR 210.21)".

Attachment: 7 Code of Federal Regulations 210.21

# Buy American Provision

---

The School Food Authority (SFA) will to the maximum extent practicable purchase American grown products as required by participation in the federal school meal programs. Domestic commodity or product means an agricultural commodity produced in the U.S. and a food product processed in the U.S. substantially (at least 51 percent) (7 CFR 210.21, 220.16).

The school food service department will ensure whenever possible and applicable the following language will be added to all written solicitation documents. Absence of this language in a solicitation document does not absolve the school food service department from following the regulations when conducting procurements. This requirement will be communicated to all applicable vendors holding awarded contracts with the school food service department.

## Contract Language

1. Federal regulations require all foods purchased for USDA Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
  - a. the product is not produced or manufactured in the U.S. in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
  - b. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
2. Products that are normally purchased by a distributor as non-domestic and proposed as part of a Request for Proposal (RFP) must be identified with the normal country of origin. Distributors shall outline their procedures to notify the SFA when products are purchased as non-domestic.
  - a. The following products may be exceptions to Buy American provisions: pineapples, mandarin oranges, olives, tuna, bananas and coffee.
  - b. Any substitution of a non-domestic product for a domestic product (which was originally a part of the RFP), must be approved, in writing, by the food service director, prior to the delivery of the product to the School.
  - c. Any non-domestic product delivered to the school, without the prior, written approval of the Food Service Director, will be rejected. Should non-domestic substitutes that were not pre-approved in writing by the food service director be delivered to and rejected by the school, selected distributor(s) shall be held accountable for all over-claims that result from failure to meet the school's required meal pattern.
  - d. Agricultural products which are canned or packed outside of the U.S. may be accepted with proof from manufacturer that poor market conditions exist (weather, and/or supply availability of market); this requirement applies to private labels as well as other labels.

Distributors must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

## The Buy American Provision

*Revised Date: October 2016*

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.

- “Domestic Commodity or Product” are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the U.S. using substantial agricultural commodities that are produced in the U.S.
- “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the U.S.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**Reference attached DPI and USDA memos for updates related to this regulation requirements.**

## 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 IFB 2021-B05 Concrete Contractor and authorize Purchasing to solicit for bids and advertise.

#### ITEM TYPE

CONSENT

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Hays County (County) is soliciting for a concrete contractor to provide various concrete work and services on as needed basis. These materials will be used by the Hays County Transportation Department for projects throughout the County.

#### Attached:

IFB 2021-B05 Concrete Contractor

Attachment A: IFB 2021-B05 Bid Form



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: IFB 2021-B05**  
**Concrete Contractor**

**Date Issued: February 18, 2021**

### 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:

**1:00 p.m. local time March 11, 2021.**

**Proposals received after the time and date set for submission will be returned unopened.**

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this IFB must be  
received in writing no later than 5:00  
on March 3, 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

## Table of Contents

Solicitation, Offer and Award.....	1
I. IFB Submittal Checklist.....	3
II. Summary .....	4
III. Specifications .....	6
A. Introduction.....	6
B. Scope of Work .....	6
C. Qualifications.....	8
D. Mandatory Bid Form: Attachment A – IFB 2021-B05 Bid Form .....	8
E. Submittal Requirements.....	8
F. Award of Contract .....	9
G. Bonds.....	10
H. Warranty of Performance .....	11
IV. General Terms and Conditions for Solicitations .....	12
V. Vendor Reference Form.....	21
VI. Certificate of Interested Parties.....	22
VII. Conflict of Interest Questionnaire .....	23
VIII. Code of Ethics .....	25
IX. HUB Practices.....	26
X. House Bill 89 Verification.....	28
XI. Senate Bill 252 Certification.....	29
XII. Debarment & Licensing Certification.....	30
XIII. Vendor/Bidder’s Affirmation .....	31
XIV. Related Party Disclosure Form.....	32
Attachment A: IFB 2021-B04 Bid Form	



## I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that **MUST** be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

**The following forms **MUST** be returned for the bid/proposal to be considered responsive:**

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed
- \_\_\_\_ 2. Mandatory Bid Form: Attachment A
- \_\_\_\_ 3. Vendor Reference Form

### **Required Forms by Hays County:**

- \_\_\_\_ 1. Conflict of Interest Questionnaire completed and signed
- \_\_\_\_ 2. Code of Ethics signed
- \_\_\_\_ 3. HUB Practices signed
- \_\_\_\_ 4. House Bill 89 Verification signed and notarized
- \_\_\_\_ 5. Senate Bill 252 Certification
- \_\_\_\_ 6. Debarment & Licensing Certification signed and notarized
- \_\_\_\_ 7. Vendor/Bidder's Affirmation completed and signed
- \_\_\_\_ 8. Related Party Disclosure Form
- \_\_\_\_ 9. Any addenda applicable to this solicitation

**Hays County will accept bids, by the stated due date by one of the following methods:**

- \_\_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct or
- \_\_\_\_ 2. One original of the proposal and a digital copy on a thumb drive 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
2. **Solicitation Number:** IFB 2021-B05  
Concrete Contractor
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 Bid packets can be submitted through BidNet Direct, no thumb Drive required.
5. **Deadline for Responses:** In issuing office no later than:  
**Thursday, March 11, 2021; 1:00 p.m. Central Time (CT)**
6. **Initial Contract Term:** April 2021 – March 2022
7. **Optional Contract Terms:** Four (4) one (1) year optional renewals
8. **Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto: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 March 3, 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 posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. 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 IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD 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 IFB 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 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 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**

February 18, 2021	Issuance of IFB
March 3, 2021	Deadline for Submission of Questions (5:00 PM CT)
March 11, 2021	Deadline for Submission of Proposals (1:00 PM CT) <b>Late bids will not be accepted.</b>
April	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is soliciting for a concrete contractor to provide various concrete work and services on as needed basis. There is no guaranteed minimum amount of services to be ordered. Contracts may be used for projects ranging in size from small maintenance and repair to large capital improvement project. A successful bid will, at a minimum, provide the following, to meet the specific needs of Hays County.

#### B. Scope of Work

Projects that will be assigned to the awarded contractor includes, but are not limited to: safety end treatments for culverts ranging in diameter from 18" to 60", low water crossing slabs, ditch armoring, miscellaneous flat-work, and rip-rap on steep slopes. The awarded contractor shall provide crew members experienced in the craft of concrete work and shall be able to complete all projects in a timely and workman-like manner. These projects will be assigned on an as-needed basis.

1. The awarded contractor will be responsible for providing an estimate of materials and labor costs for each project; however, payment will be made based on the contracted price per man-hour worked. The per man-hour bid shall be considered full payment for all contractor personnel costs/expenses, tools, forming materials, tie wire, fasteners, other expendables, and small or hand-held equipment customarily used in concrete related projects. The County reserves the right to determine the size of the crew to be assigned to each project. A Hays County employee will validate daily the number of crew members present on each project for accurate billing purposes.
2. The County will pay for all concrete for the projects assigned. Other materials such as fill material, reinforcing steel, vapor barrier, chairs, standard forms and forming materials, will be provided by the Contractor and will be paid for at his invoiced price per bar length or price per specialty formed/bent piece, or per item pricing. The contractor shall provide three quotes for such materials. Payment will be based on the lowest price quoted. The County has the option to provide such items.
3. The awarded contractor shall have access to their own tools and small equipment. Small equipment includes but is not limited to vehicles to transport crew to and from, concrete saws, generators, jack hammers, water pumps, vibratory tampers, power trowels, concrete saws, vibrators, drill motors, screeds, and power screeds. The County will not repay the contractor for small equipment fuel usage.
4. Large equipment will be paid for at the customary rental rates determined by local rental rates. Payment will be based on the daily rental rate, calculated on an 8-hour day, per hour calculated rate. The contractor is required to provide three local rental equipment quotes. The Contractor will be reimbursed for large equipment use at the lowest quote obtained, based on the calculated per hour rate. The Contractor will be compensated for large equipment fuel usage at a rate of \$2.00 per gallon above the County's pricing for diesel fuel.

Large equipment includes, but is not limited to, backhoe/loader, tracked loader, excavator, skid-steer etc. The contractor is expected to have such equipment in his company inventory. Payment will be based on daily hour-meter readings.

5. Setting forms to proper line and grade, placing of fill materials, sub-grade leveling, setting of expansion joints, placing and tying of steel, placing and finishing of concrete, sawing joints, miscellaneous sawing operations, form removal, site cleanup and other tasks as necessary to complete the projects shall be the responsibility of the contractor. Errors in placement of forms or in finish quality of concrete shall be repaired or re-built at no expense to the County.
6. Concrete will be tested by Hays County through a certified testing lab. Concrete failing to meet the 28-day strength requirements will be subject to being torn out and replaced. Demolition and replacement costs for poor quality concrete shall be the responsibility of the Contractor.
7. Before acceptance of the project, the Contractor shall repair, replace, or clean all streets and other areas affected by construction, and remove all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris through-out the site shall be cleaned up and disposed of. This clean-up shall include sweeping of pavements prior to opening for traffic. Damage to any areas caused by the Contractor will be repaired or replaced by the Contractor at no expense to the County.
8. The awarded contractor will be required to provide for the safe passage of traffic on, and/or across, existing highways, roads or streets where such facilities are involved in the construction of the project. The number of traffic lanes may be reduced during daylight hours, when approved by the Hays County Authorized Representative, but such lanes shall be restored and must remain unobstructed for travel at night, except when approved by the Hays County Authorized Representative, in writing.
9. The placing and maintaining of barriers, warning, and/or detour signs by the awarded contractor shall be one of the following methods:
  - Hays County will furnish the items required, if available.
  - If the items required are not available, the Contractor shall rent those items. The Hays County Authorized Representative must approve the items to be rented. The Contractor shall charge Hays County the rental price with no markup or administrative fee. The rental amount shall be included as a separate line item on the invoice the Contractor submits for payment, with a copy of the rental invoice attached. Hays County will only pay the rental invoice amount as approved by the Hays County Authorized Representative.
10. The awarded contractor must be able to respond for service request within twenty-four (24) hours. The awarded contractor must be able to start work within two (2) weeks from receipt of purchase order, unless written agreements between County and Contractor have been agreed to by both parties.
11. Coordination with private owners and authorities: Contractor shall notify property owners, utilities, and affected governmental agencies forty-eight (48) hours in advance when execution of work may affect them. Contractor shall always coordinate all operations with adjoining property owners to provide satisfactory access during construction. Contractor is required to coordinate with all utility providers to allow for efficient completion of the work and shall maintain water, sewer, and other utility service throughout the construction unless authorized to temporarily suspend service by the utility owner. The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the site. Contractor is required to coordinate with property owners to determine location of existing sprinkler lines. Contractor is responsible for maintaining and/or relocating any sprinklers lines and landscape materials that conflict with the improvements. The cost of this work is considered incidental to the project.

12. The awarded contractor shall restrict hours of work to between 7:00am and 6:00pm, Monday through Friday. Any work outside of these hours will be allowed only upon approval by the County.
13. Hays County reserves the right to solicit separate bids for all individual concrete projects that may exceed \$25,000. Hays County reserves the right to use other vendors when the response time is not met, the quality of work is seen as unacceptable, the number of hours estimated/being charged is considered excessive.

#### **C. Qualifications**

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

- Have adequate financial resources, or the 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
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The awarded contractor 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 bid.

INSURANCE: The awarded contractor will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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.

#### **D. Mandatory Bid Form: Attachment A – IFB 2021-B05 Bid Form**

Each bid must provide the cost of services by completing the mandatory pricing sheet included as Attachment A: IFB 2021-B05 Bid Form.

- Per man-hour listed on the bid form shall include all labor, materials, tools, equipment, vehicles to transport crew to and from, and incidentals required to complete the work.
- Job sites will be located throughout Hays County; therefore, time charges shall begin when crews begin working at the designated jobsite.
- The contractor will be responsible for providing an estimate of materials and labor costs for each project; however, payment will be made based on the contracted price per man-hour worked.
- Any bid that does not include Attachment A: IFB 2021-B05 Bid Form will be deemed non-responsive.

#### **E. 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](http://www.bidnetdirect.com/hayscounty)

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: <https://hayscountytexas.com/departments/auditor/purchasing/bidding-opportunities/>

BidNet Direct: <https://www.bidnetdirect.com/texas/hayscounty>

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.

**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.

**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.

**F. 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 awarded contractor 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 awarded contractor 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.

MULTIPLE AWARDS: The County reserves the right to award to a Primary Contractor, a Secondary Contractor, a Tertiary Contractor, and a Quaternary Contractor. Should the Primary Contractor regularly perform in an unsatisfactory manner as determined by the City, the Secondary Contractor shall become the Primary Contractor following written notice to both Contractors. Performance evaluation shall be based in part on timely deliveries, as well as Contractors history of refusing to provide deliveries to designated locations.

## **G. Bonds**

### **Bid Bond**

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

### **Power of Attorney**

Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.



**Payment Bond and Performance Bond shall be as follows:**

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Hays County.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Bid Price.

***Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.***

**H. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The awarded contractor 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 IFB shall be governed by the laws of the State of Texas.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Invitations for Bid (IFB)

#### 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 IFB.
- 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. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "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](http://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)	\$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

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](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 please or have any questions please contact Purchasing at 512-393-5532.

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>	Date Received _____	
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
<b>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.</b>		
<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>		
<b>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.</b>		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<b>7</b>		
_____ 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

\_\_\_\_\_  
IFB 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

1. 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.
2. 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.
3. 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. 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (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

Employee or Former Employee Name	Title
----------------------------------	-------

Name of Related Person	Title	Relationship
------------------------	-------	--------------

### Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, 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

<sup>(1)</sup>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*
<b>Person</b>	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
<b>Person</b>	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.

**IFB 2021-B05 Concrete Contractor  
Attachment A – IFB 2021-B05 Bid Form**

**MAN-HOUR LABOR RATES:**

Indicate the billable rate, per hour, for the following activities.

- Per man-hour listed on the bid form shall include all labor, materials, tools, equipment, vehicles to transport crew to and from, and incidentals required to complete the work.
- The County reserves the right to determine the size of the crew to be assigned to each project.
- Job sites will be located throughout Hays County; therefore, time charges shall begin when crews begin working at the designated jobsites.
- Hays County staff will validate daily the number of crew members present on each project for accurate billing purposes.
- The contractor will be responsible for providing an estimate of materials and labor costs for each project; however, payment will be made based on the contracted price per man-hour worked.
- Any bid that does not include Attachment A: IFB 2021-B05 Bid Form will be deemed non-responsive.

Per man-hour rate      \$\_\_\_\_\_ /hr.

**The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached IFB, specifications, and special provisions for the amount(s) shown on the bid sheet. By signing below, you have read the entire document and agreed to the terms.**

---

Signature of Person authorized to sign bid

Date

---

Printed Name and Title of signer

---

Email Contact of signer



## 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 and confirm the appointments of Daniel Clay Law and Albert Perez as regular full-time Deputy Constables in the Hays County Constable Precinct 1 Office, effective date February 23, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	N/A

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable David Peterson	INGALSBE	N/A

#### SUMMARY

Pursuant to Local Government Code Chapter 86 Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

##### Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Each deputy constable must qualify in the manner provided for deputy sheriffs.

The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

A person commits an offense if the person:

serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

## DEPUTATION

### THE STATE OF TEXAS COUNTY OF HAYS

I, **DAVID PETERSON, CONSTABLE PCT. 1** in and for the County of Hays and State of Texas, having full confidence in **DANIEL CLAY LAW**, do hereby, with the consent of the Honorable Commissioners' Court of Hays County, nominate and appoint **HIM/HER** my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of **CONSTABLE PCT. 1** for said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this the **23RD** day of **FEBRUARY**, **2021**.

\_\_\_\_\_  
**DAVID PETERSON, CONSTABLE PCT. 1**  
**HAYS COUNTY, TEXAS**

Before me, the undersigned authority, in and for Hays County, Texas, on this day personally appeared **DAVID PETERSON**, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that **he** executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at San Marcos, Texas, this the **23RD** day of **FEBRUARY, 2021**.

\_\_\_\_\_  
**ELAINE H. CARDENAS, HAYS COUNTY CLERK**

#### OATH OF OFFICE

I, **DANIEL CLAY LAW**, solemnly swear (or affirm) that I will faithfully execute the duties of the office of **DEPUTY CONSTABLE PCT. 1** for the County of Hays, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Subscribed and sworn to before me on this the **23RD** day of **FEBRUARY**, **2021**.

**DEBBIE INGALSBE,**  
**COMMISSIONER PCT. 1**  
**HAYS COUNTY, TEXAS**

BY: \_\_\_\_\_

# The State of Texas

## Statement of Elected/Appointed Officer

(Pursuant to Tex. Const. Art. XVI, § (b), amended 2001)

I, DANIEL CLAY LAW, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.*

Date: **FEBRUARY 23, 2021**

---

Affiant's Signature

**DEPUTY CONSTABLE PCT. 1**

Position to which Appointed

**HAYS COUNTY, TEXAS**

SWORN to and subscribed before me by Affiant on this the 23rd day of February, 2021.

---

Signature of Person Administering Oath

Printed Name: **DEBBIE INGALSBE**

Title: **COMMISSIONER PCT. 1**

**HAYS COUNTY, TEXAS**

## DEPUTATION

### THE STATE OF TEXAS COUNTY OF HAYS

I, **DAVID PETERSON, CONSTABLE PCT. 1** in and for the County of Hays and State of Texas, having full confidence in **ALBERT PEREZ**, do hereby, with the consent of the Honorable Commissioners' Court of Hays County, nominate and appoint **HIM/HER** my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of **CONSTABLE PCT. 1** for said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this the **23RD** day of **FEBRUARY**, **2021**.

\_\_\_\_\_  
**DAVID PETERSON, CONSTABLE PCT. 1**  
**HAYS COUNTY, TEXAS**

Before me, the undersigned authority, in and for Hays County, Texas, on this day personally appeared **DAVID PETERSON**, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that **he** executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at San Marcos, Texas, this the **23RD** day of **FEBRUARY, 2021**.

\_\_\_\_\_  
**ELAINE H. CARDENAS, HAYS COUNTY CLERK**

#### OATH OF OFFICE

I, **ALBERT PEREZ**, solemnly swear (or affirm) that I will faithfully execute the duties of the office of **DEPUTY CONSTABLE PCT. 1** for the County of Hays, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Subscribed and sworn to before me on this the **23RD** day of **FEBRUARY**, **2021**.

**DEBBIE INGALSBE,**  
**COMMISSIONER PCT. 1**  
**HAYS COUNTY, TEXAS**

BY: \_\_\_\_\_

# The State of Texas

## Statement of ~~Elected~~/Appointed Officer

(Pursuant to Tex. Const. Art. XVI, § (b), amended 2001)

I, ALBERT PEREZ, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

*UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.*

Date: **FEBRUARY 23, 2021**

---

Affiant's Signature

**DEPUTY CONSTABLE PCT. 1**

Position to which Appointed

**HAYS COUNTY, TEXAS**

SWORN to and subscribed before me by Affiant on this the 23rd day of February, 2021.

---

Signature of Person Administering Oath

Printed Name: **DEBBIE INGALSBE**

Title: **COMMISSIONER PCT. 1**  
**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 consider the release of the revegetation bond #107170497 in the amount of \$4,211.20 for 6 Creeks subdivision, Phase 1, Section 3.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Staff recommends the release of the revegetation bond that was issued for 6 Creeks subd., Phase 1, Section 3 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 consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #118577K in the amount of \$44,538.27, and accept an additional 1-year warranty letter from Lone Star Paving for the pavement, for Mathias Lane along the Trails at Windy Hill, Phase 2 development between Windy Hill Road and Foster Place.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	

#### 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 construction of the road and drainage improvements for this segment of Mathias Lane completed by J.L. Gray as they are developing the Trails at Windy Hill subdivision, Phase 2. The Transportation Department has inspected and approved the improvements. The paving contractor, Lone Star Paving, has also provided an additional 1-year warranty period for the asphalt. A construction bond was not recorded at the Clerk's Office for this project, so there is nothing to release back to the contractor or developer.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

February 3, 2021

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Mathias Lane improvements (segment along the Trails at Windy Hill subd. Phase 2)

Dear Commissioners and Judge:

Josh Janysek, P.E. with Brown & Gay Engineering, and Paul Brown with Lone Star Paving, are requesting that Hays County accept construction, drainage improvements, and paving of a segment of Mathias Lane along the Trails at Windy Hill subdivision Phase 2 development, accept the 2-year maintenance bond #118577K in the amount of \$44,538.27. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcharding, P.E.  
Director  
Hays County Transportation



# MAINTENANCE BOND

Bond No.: 118577K

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of Forty-four Thousand Five Hundred Thirty-eight And 27/100 (\$44,538.27) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Trails at Windy Hill Ph 2

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Trails at Windy Hill Ph 2 Mathias Lane Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 1st day of February, 2021.

JL Gray Construction, Inc.  
Principal

By: \_\_\_\_\_

Westfield Insurance Company  
Surety

Seal

By: \_\_\_\_\_

Jack Nottingham, Attorney-in-fact

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

**Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY**

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of February A.D., 2021.



Frank A. Carrino, Secretary

**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



12/29/2020

RE: TRAILS AT WINDY HILL PHASE 2 – MATHIAS LANE  
Paving Improvements of Mathias Lane  
CP-19-0030  
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On December 29, 2020, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Hays County Transportation accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Trails at Windy Hill Phase 2 Paving Improvements of Mathias Lane project have been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,  
BGE, Inc.

A handwritten signature in black ink, appearing to read "Josh Janysek", is positioned above a horizontal line.

Josh Janysek, P.E.  
Project Manager – Construction

cc: James Parman, Hays County  
Hank Smith, North Hays County MUD No. 1  
Steven Cogburn, D.R. Horton  
Devin Lee Kleinfelder, D.R. Horton



## Lone Star Paving Statement of Warranty

**Contractor:** JL Gray

**Project Name:** Trails at Windy Hill Ph. 2 - Mathias Lane

**Location:** Hays Co.

**3rd Year Bond:** 1 year from Hays Co. Acceptance of Mathias Lane

**3rd Year Bond Area:** Mathias Lane - Please see the attached map  
Lone Star Paving will provide Hays Co. an additional ONE (1) YEAR Warranty on top of the Original 2 year warranty. We agree to repair or replace defective materials or workmanship within TWO (2) calendar weeks from the written notice or to respond immediately for emergency situations.

Lone Star Paving



**Date:** 1/21/2021

## 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

Discussion and possible action to authorize the County Judge to sign a Professional Services Agreement between Hays County and PaveTex for On-Call material testing for the Old Post Road Project (CR134) from CR158 to FM150 in the City of Kyle for \$25,000 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	\$25,000

#### LINE ITEM NUMBER

020-710-00.5444

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcharding	INGALSBE	N/A

#### SUMMARY

Charges related to the Old Post Road Project will be reimbursed by the City of Kyle.

##### Budget Amendment:

Increase 020-710-00.5444 Roadway Testing \$20,000

Decrease 020-710-00.5351 Road Material & Supplies \$20,000

**PROFESSIONAL SERVICES AGREEMENT**  
**HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **PaveTex Engineering, LLC** hereinafter “Contractor”), whose primary place of business is located at 3989 Hwy 290 E. Dripping Springs, TX 78620, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

On-call material testing for the Old Post Road Project (CR134) from CR158 to FM150 in the City of Kyle.

**2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Jerry Borcharding and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “B”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

**3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “B”, attached hereto.

**4. DURATION**

The parties agree that the Work shall be completed Two hundred forty five (245) days after commencement date. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto and included in Exhibit “A.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Twenty-five thousand dollars (\$25,000 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.



So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

## **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

## **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled “Overview,” shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

## **17. 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.

## **18. 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 action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. 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.

## **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

## **21. 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 the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

## **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

*Signatures by the parties to this Professional Services Agreement follow on the next page.*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Joe Fiello  
PaveTex Engineering, LLC

By: Joe Fiello *Joe Fiello* 2/7/2021  
Operations Manager

## **EXHIBIT A**

### **Scope of Work and Fees**

January 15, 2021

Mr. James Parman  
Inspector  
Hays County Transportation Dept.

RE: Old Post Road Construction Materials Testing & Inspection

Dear Mr. Parman,

Thank you for allowing us to provide a cost estimate for the above referenced project. Our rates would be as follows:

		Unit Name	Quantity	Price	Total
Labor		Soils Tech Time	20	\$55.00	\$1,100.00
		1B Tech Time	8	\$65.00	\$520.00
		Concrete Tech Time	10	\$60.00	\$520.00
		Daily Vehicle Fee	17	\$60.00	\$1,020.00
		Engineering Time	2	\$150.00	\$300.00
		Concrete Cylinder Pick up	5	\$150.00	\$750.00
Testing	Soils	Washed Gradation	3	\$85.00	\$255.00
		Atterberg Limits (PI)	3	\$100.00	\$300.00
		Wet Ball Mill & Increase		\$250.00	\$0.00
		Moisture-Density Relationship (Proctor) *	3	\$300.00	\$900.00
		Texas Triaxial *		\$1,100.00	\$0.00
		* Sample Prep Required	3	\$50.00	\$150.00
		Full Triaxial Testing (Incl. Above Soils Tests)	1	\$1,800.00	\$1,800.00
		Nuclear Density (Min. of 3)	30	\$30.00	\$900.00
		Soil pH	1	\$100.00	\$100.00
		Resistivity	1	\$300.00	\$300.00
		-Charge for Sample Prep on Resistivity	1	\$100.00	\$100.00
		Sulfate Content	1	\$225.00	\$225.00
		Conductivity of Soils	1	\$75.00	\$75.00
		Soil Organic Content Using UV-Vis Method	1	\$400.00	\$400.00
		Soil-Cement Testing	1	\$1,600.00	\$1,600.00
		Soil-Lime Testing	1	\$1,600.00	\$1,600.00
	HMAC	HMAC Taking Core 0-6" Depth (Min. of 3)	3	\$90.00	\$270.00
		Max. Theoretical Specific (Rice) Gravity	3	\$65.00	\$195.00
		Core Bulk Specific Gravity, Ga	3	\$25.00	\$75.00
		Bag Sample (Incl. Asphalt Content by Extraction & Gradation, Hveem Stability, Max. Theoretical Specific (Rice) Gravity, Lab- Molded Density)	3	\$485.00	\$1,455.00
		Hamburg	1	\$500.00	\$500.00
		Overlay	1	\$750.00	\$750.00
		Indirect Tensile Strength- IDT (Incl. Molding/Lab Density)	1	\$320.00	\$320.00
		IDEAL-CT Cracking Test (Incl. IDT)	1	\$500.00	\$500.00

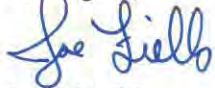


		Unit Name	Quantity	Price	Total
Testing	Concrete	Concrete Cylinder Compressive Strength	20	\$25.00	\$500.00
		Sieve Analysis & Fineness Modulus	1	\$85.00	\$85.00
		SSD Specific Gravity & Absorption	1	\$85.00	\$85.00
		Unit Weight	1	\$85.00	\$85.00
		Decantation	1	\$100.00	\$100.00
		Organic Impurities	1	\$100.00	\$100.00
		Los Angeles Abrasion	1	\$310.00	\$310.00
		Magnesium or Sodium Sulfate Soundness	1	\$310.00	\$310.00
		Deleterious Material	1	\$100.00	\$100.00
		Polish Test	1	\$1,550.00	\$1,550.00
		Coarse Aggregate Angularity (Crushed Faces)	1	\$55.00	\$55.00
		Micro-Deval Abrasion	1	\$310.00	\$310.00
	Binder	Dynamic Shear Rheometer (DSR)	2	\$100.00	\$200.00
		- Additional DSR Readings	4	\$55.00	\$220.00
		Rolling Thin-Film Oven Testing	1	\$250.00	\$250.00
		Pressurized Aging Vessel	1	\$180.00	\$180.00
		MultipleStress Creep and Recovery (MSCR)	1	\$50.00	\$50.00
		Bending Beam Rheometer (BBR)	1	\$160.00	\$160.00
		Rotational Viscosity	1	\$105.00	\$105.00
		Saybolt Viscosity	1	\$130.00	\$130.00
		Elastic Recovery	1	\$250.00	\$250.00
		Flash Point	1	\$110.00	\$110.00
		Penetration	1	\$110.00	\$110.00
		Float Test	1	\$100.00	\$100.00
		Softening Point	1	\$150.00	\$150.00
		<b>Estimated Total:</b>			<b>\$22,585.00</b>

Services not listed in this proposal can be quoted on request and submitted as an addendum to the current proposal. The proposed amount will not be exceeded \$25,000.00 without an addendum to the current proposal.

Should you have any questions concerning this proposal, please feel free to contact me at (512) 858-2993 or by email at [joe.fiello@pavetex.com](mailto:joe.fiello@pavetex.com).

Best Regards,



Joe Fiello, PE  
PaveTex Engineering, LLC.

**EXHIBIT B**

**Additional Terms to the Services provided by Contractor, if any, are as follows:**

**A. N/A**

**B.** \_\_\_\_\_  
\_\_\_\_\_

**C.** \_\_\_\_\_  
\_\_\_\_\_

**D.** \_\_\_\_\_  
\_\_\_\_\_

**E.** \_\_\_\_\_  
\_\_\_\_\_

**F.** \_\_\_\_\_  
\_\_\_\_\_

**G.** \_\_\_\_\_  
\_\_\_\_\_

**H.** \_\_\_\_\_  
\_\_\_\_\_

**I.** \_\_\_\_\_  
\_\_\_\_\_

**J.** \_\_\_\_\_  
\_\_\_\_\_

**K.** \_\_\_\_\_  
\_\_\_\_\_

**L.** \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT C**

**Certificate of Insurance**

## 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 execute a Standard Utility Agreement (SUA) for the Project at FM 2001 West from SH21 to White Wing Trail Safety Improvements between Hays County and Enterprise Texas Pipeline LLC as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	\$1,460,800

#### LINE ITEM NUMBER

035-802-96-643.5623\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	JONES	N/A

#### SUMMARY

The FM 2001 West safety improvement project from SH21 to White Wing Trail (Sunbright section) [9-643-034] is funded by the Hays County 2016 Road Bond Program. The Standard Utility Agreement (SUA) outlines a scope of work and estimated fee to reroute approximately 1,424 ft of 6-inch gas transmission Line 9034 - New Braunfels to Turnersville Road Station pipeline on new pipeline easement (where it is impacted by the ROW taking and construction of new road and drainage features along FM2001) and extend the existing 12" casing approximately 79 feet near Buda, Texas (to accommodate any proposed future expansions). This pipeline Work also includes line replacement by HDD on the 2-inch Line 9034A and installation of one pipeline protection slab to accommodate the lowering of natural grade and new pavement structure installation/regrading where the line will no longer be in compliance with TAC.

## STANDARD UTILITY AGREEMENT

County: Hays  
CSJ No.: 1776-02-019  
Project Letting Date: March 2021

Highway: FM 2001  
From: End of White Wing Trail Phase I  
To: 0.87 Miles East of White Wing Trail Phase I

This Agreement by and between Hays County, a political subdivision of the State of Texas, ("County"), and Enterprise Texas Pipeline LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work:

Pipeline reroute 6-inch Line 9034: The scope of works is to excavate, remove, and reinstall approximately 1424 feet of the 6-inch LID 9034 "New Braunfels to Turnersville Road Station" pipeline where it is impacted by the ROW taking and construction of new road and drainage features along FM 2001 in Buda, Texas. This pipeline is in conflict with the proposed wall and drainage construction and will be located inside the new ROW taking. The existing 10-inch casing at the cased crossing south of the project area will also be extended to accommodate any proposed future expansions. Line tie-in will be via line shut down for the re-route.

Pipeline reroute 2-inch Line 9034A" Approximately 248 feet of the 2-in LID 9034A will be lowered via HDD at the CR 118 crossing to accommodate the lowering of natural grade and new pavement structure installation/regrading where the line will no longer be in compliance with TAC. The pipeline will also be inspected, recoated, and a mechanical protection will be installed at the new drainage construction for pipeline protection where the line will run inside the new road ROW for FM 2001 at the proposed culvert crossing. Line tie-in will be via line shut down for the lowering; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursement provisions of 23 CFR 645 Subpart A, and with the Utility Accommodation provision of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established



accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is

made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – Hays-U1 (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.


The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**UTILITY**

Utility: Enterprise Texas Pipeline LLC  
*Name of Utility*

By:   
*Authorized Signature*

Magnus C. Ohlsson  
*Print or Type Name*  
VP Land & Supply Chain Management

Title: \_\_\_\_\_

Date: 2/3/2020

**HAYS COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

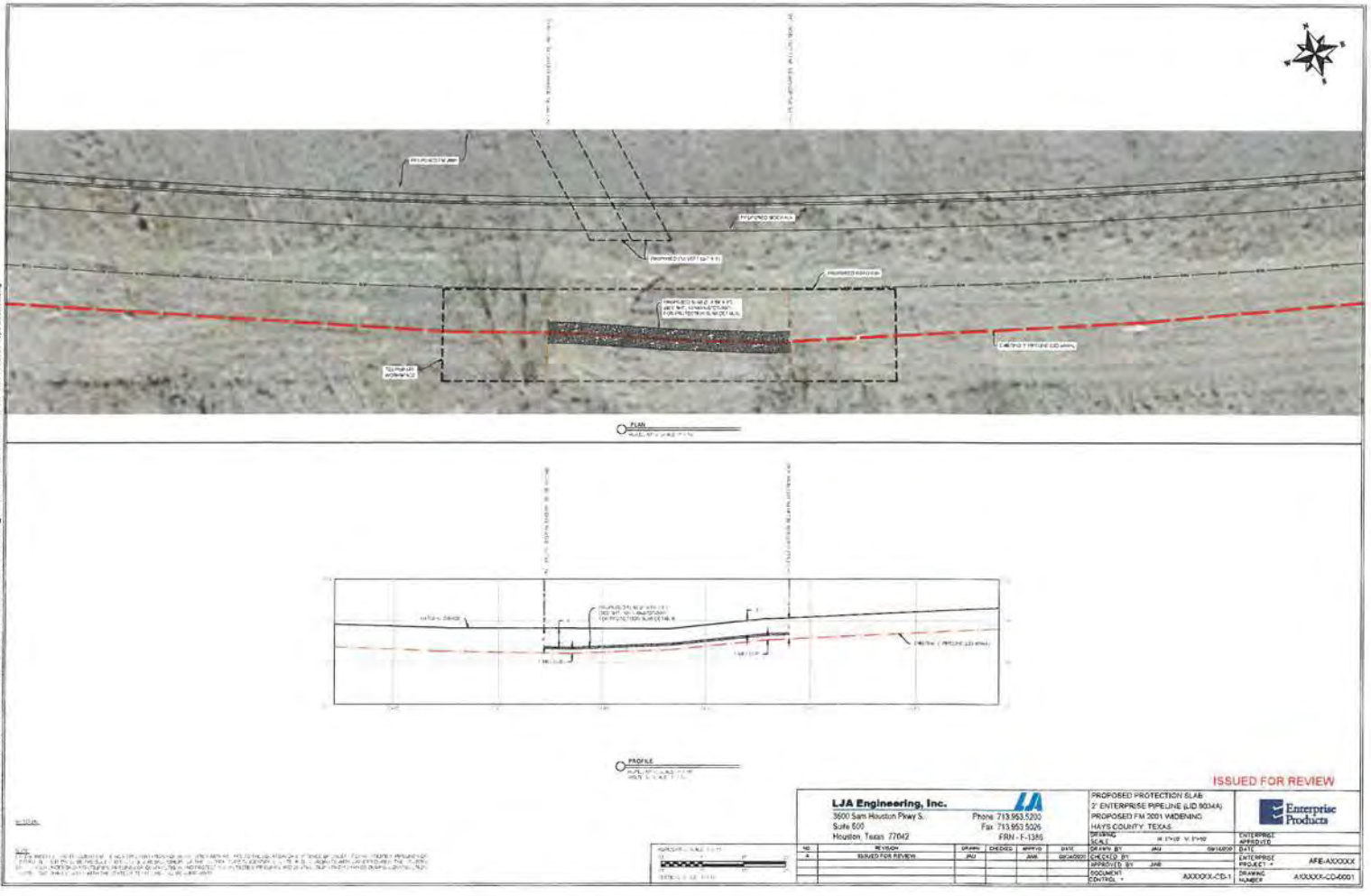
**Attachment A**  
**Plans, Specifications, and Estimated Costs**











THIS DRAWING IS THE PROPERTY OF LJA ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LJA ENGINEERING, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

**LJA Engineering, Inc.**  
3600 Sam Houston Pkwy S.  
Suite 600  
Houston, Texas 77042

Phone: 713.953.5200  
Fax: 713.953.5205  
FRII - F-1345


**ISSUED FOR REVIEW**

**Enterprise Products**

PROPOSED PROTECTION SLAB				2" ENTERPRISE PIPELINE (10" NOMINAL)				PROPOSED FM 3001 WADWING				HAYS COUNTY, TEXAS			
DRAWING				SCALE				H 1/4" = 1' V 1/4" = 4'				ENTERPRISE APPROVAL			
DATE				BY				CHECKED BY				DATE			
REVISED FOR REVIEW				JAN 2011				JAN 2011				JAN 2011			
APPROVED BY				JAN 2011				JAN 2011				JAN 2011			
DRAWING NUMBER				A00000-CD-1				DRAWING NUMBER				A00000-CD-0001			



- [illegible]

<b>LJA Engineering, Inc.</b> 2929 Broadway Drive Suite 650 Houston, Texas 77044		<b>LA</b> Phone 713/551-0270 Fax 713/551-5524 FPN: F-1346		ELSB DETAILS 2" EQUIVALENT LIPS (6.6) REGULAR PROPOSED BY: TONY WACHSBERG HAYS COUNTY TX DRAWN BY: JLU CHECKED BY: JLU APPROVED BY: JLU DOCUMENT NO. A300000-1101-1 DATE: A300000-1101-1			
NO.	REVISION	ISSUED	DATE	BY	DATE	BY	DATE
1	ISSUED FOR CONSTRUCTION	JUL	26/2000	JLU		JLU	

Project Cost Estimate											
Project Title:		Hays County FM2001 - 6in Line 9034 & 2in Line 9034A Replacement				Item Description		Rate			
Project ID:		DB10204				Tax - Labor/Services		0.00%			
Project Location:		Buda, TX - Hays County				Tax - Material		8.25%			
Revision Number:		Rev 1 11/18/20				Capitalized Int. (Y1)		0.00%			
Scenario Name:						Capitalized Int. (Y2)		0.00%			
Estimate Type:		Definitive									
Cost Center:		30051-15110									
Project Type:		Sustaining									
AFE Classification		Stay in Business									
1.0 - GENERAL EQUIPMENT & MATERIALS				\$ 62,402.47		4%					
Line Item	Item Description			Units	Qty	Unit Rate	Cost	Taxes	AFE Total	Notes	
1.12	Freight								\$ 8,000		
	0	Material Freight and Delivery			ea	1	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	
	Line Pipe								\$ 54,402		
1.18 *Buy America	1	6-inch Pipeline Reroute								Quoted by DNOW -4	
		"6.625" 0.280" W.T., SMLS, API 5L PSL 2, GR X-52 FBE 15-18 MILS			feet	1424	\$ 16	\$ 22,784	\$ 1,880	\$ 24,664	
	1	"6.625" ELBOW, BW, 3R, 45" SEGMENTABLE, 0.280" W.T., CS, MSS-SP-75, WPHY-52			ea	4	\$ 4,377	\$ 17,507	\$ 1,444	\$ 18,952	
	1	GRADE 6, 30 MILS SP-2888 R G			feet	79	\$ 50	\$ 3,950	\$ 326	\$ 4,276	
	1	"2" - Vent Pipe			feet	20	\$ 6	\$ 120	\$ 10	\$ 130	
		2-Inch Line HDD									
		"2.375" 0.154" W.T., SMLS, API 5L PSL 2, GR X-52 FBE 15-18 MILS W/ARG 30-40 MILS			feet	248	\$ 15	\$ 3,720	\$ 307	\$ 4,027	
	1	"2.375" ELBOW, BW, 3R, 45" SEGMENTABLE, 0.154" W.T., CS, MSS-SP-75, WPHY-52			ea	5	\$ 285	\$ 1,425	\$ 118	\$ 1,543	
		"2.375" ELBOW, BW, 3R, 90" SEGMENTABLE, 0.154" W.T., 1 CS, MSS-SP-75, WPHY-52			ea	2	\$ 375	\$ 750	\$ 62	\$ 812	
4.0 - GENERAL CONTRACTS				\$ 682,800.00		47%					
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
4.1	Cathodic Protection Install								\$ 4,000.00		
	1	Cathodic Protection - Test Station			ea	2	\$ 2,000	\$ 4,000	\$ -	\$ 4,000	
	Construction contracts-misc								\$ 678,800		
4.3	0	6in line 9034 - Reroute			feet	1424	\$ 150	\$ 213,600	\$ -	\$ 213,600	Quotes from 4 bidders
	0	6in line 9034 - Pipeline Removal			feet	1424	\$ 25	\$ 35,600	\$ -	\$ 35,600	
	0	6in line 9034 - Casing Extension			feet	79	\$ 1,600	\$ 126,400	\$ -	\$ 126,400	
	0	2in line 9034A - Line HDD and Slab			feet	248	\$ 750	\$ 186,000	\$ -	\$ 186,000	Quotes from 4 bidders
	0	2in line 9034A - Removal and Grout			feet	248	\$ 150	\$ 37,200	\$ -	\$ 37,200	
	0	2in line 9034A - Pipeline Protection Slab			ea	1	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	
	0	Flare/Nitrogen - Line Decommissioning			ea	1	\$ 30,000	\$ 30,000	\$ -	\$ 30,000	Quote from Ops
	0										
5.0 - ENGINEERING				\$ 85,000.00		6%					
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
5.2	Outside Engineering								\$ 45,000		
	0	Engineering Design - bid package, develop IFC drawings and project documentation			ea	1	\$ 40,000	\$ 40,000	\$ -	\$ 45,000	Quote from LJA Eng
	Surveying								\$ 40,000		
5.5	0	Survey 2-men crew (includes survey for plats and asbuilt)			day	12	\$ 2,500	\$ 30,000	\$ -	\$ 40,000	Quote from LJA Eng
6.0 - INSPECTIONS COSTS				\$ 177,000.00		12%					
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
	Inspection Misc.								\$ 147,000		
6.7	0	Chief Inspector/CWI			days	60	\$ 1,100	\$ 66,000	\$ -	\$ 66,000	
	0	Inspector - COR			days	60	\$ 900	\$ 54,000	\$ -	\$ 54,000	
	0	Inspector - Utility			days	30	\$ 900	\$ 27,000	\$ -	\$ 27,000	
	NDE Inspections								\$ 30,000		
6.8	0	NDE, Xray of welded joints			days	12	\$ 2,500	\$ 30,000	\$ -	\$ 30,000	
7.0 - INTERNAL COSTS				\$ 48,840.00		3%					
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
7.5	Office Costs & Travel								\$ 3,000		
	0	Hotel/meals/mileage - \$1000 per trip			trip	3	\$ 1,000	\$ 3,000	\$ -	\$ 3,000	
	Salaries & Wages								\$ 45,840		
7.8	0	Project Manager			hours	200	\$ 160	\$ 32,000	\$ -	\$ 32,000	
	0	Pipeline Tech			hours	24	\$ 90	\$ 2,160	\$ -	\$ 2,160	
	0	Corrosion Tech			hours	16	\$ 90	\$ 1,440	\$ -	\$ 1,440	
	0	PL Supervisor			hours	16	\$ 100	\$ 1,600	\$ -	\$ 1,600	
	0	Land Rep			hours	80	\$ 90	\$ 7,200	\$ -	\$ 7,200	
	0	Admin Support			hours	24	\$ 60	\$ 1,440	\$ -	\$ 1,440	
8.0 - LEGAL/PROFESSIONAL SERVICES/EHS&T				\$ 214,134.96		15%					
Line Item	Item Description			Units	Quantity	Unit Rate	Cost	Taxes	AFE Total	Notes	
8.3	Land Costs								\$ 85,440		
	0	Easement Acquisition - 1424 feet of 6in pipeline reroute			foot	1424	\$ 60	\$ 85,440	\$ -	\$ 85,440	Estimate from Land Capital Group
	Land Damages								\$ 20,000		
8.4	0	Temporary Workspace/access/land damages			track	8	\$ 2,500	\$ 20,000	\$ -	\$ 20,000	Estimate from Land Capital Group
	Legal & Professional Services								\$ 28,500		
8.5	0	Legal Counsel			ea	40	\$ 500	\$ 20,000	\$ -	\$ 20,000	Condemnation fees
	0	Environmental Desktop Review			ea	42	\$ 202	\$ 8,500	\$ -	\$ 8,500	Quote From Msquiere
	P/L ROW Costs								\$ 80,195		
8.7	0	3rd Party Land Agent - Obtain Tax Card Vesting Deeds, Prepare Line List, Obtain Survey Permission, Negotiating ROW acquisition/Temporary Workspace and Access, Documentation - both pipelines			ea	1	\$ 80,195	\$ 80,195	\$ -	\$ 80,195	Estimate from Land Capital Group
PROJECT SUMMARY											
Summary									AFE Total		
Subtotal									\$ 1,270,177		
Contingency & Insurance									0%		
Capitalized Interest											
Construction/Project Overhead									15%		
Total									\$ 1,460,800		
COST RESPONSIBILITIES											
Enterprise									0.00%		
Hays County									100.00%		
Notes / Assumptions:											
SCOPE OF WORK: To reroute approximately 1424 ft of 6-inch gas transmission line 9034 - New Braunfels to Turnersville Road Station pipeline on new pipeline easement and extend the existing 12" casing approximately 75 feet near Buda, Texas. Work also includes line replacement by HDD on the 2in Line 9034A and installation of one pipeline protection slab.											
1. Project overhead is percentage by which the project costs are multiplied to recover internal labor, supervision, management, pipeline overhead, corporate overhead, and cost of capital											
2. This project is 100% cost to Hays County. Contingency not included in this estimate. Hays County will address overruns with a supplemental agreement.											
3. Old pipeline will be disposed with no salvage value.											



County: Hays  
CSJ No.: 1776-02-019  
Project Letting Date: March 2021

Highway: FM 2001  
From: End of White Wing Trail Phase I  
To: 0.87 Miles East of White Wing Trail Phase I

1

1

Hays

CSJ 1776-02-019 FM 2001

1424 FT	6.625" 0.280W W.T., SMLS, API 5L, PSL 2, GR X-52 FBE 15-18 MILS
4 EA	6.625" Elbow BW 3R 45deg Segmentable 0.28" WT CS, MSS-SP-75, WPHY-52
79 FT	GRADE B, 30 MILS SP-2888 R.G.
20 FT	2" VENT PIPE
248 FT	2.375" o 154" WT SMLS API 5L PSL 2 GR X-52 FBE 15-18 MILS W/ ARO 30-40 MILS
5 EA	2.375" ELBOX BW 3R 45deg SEGMENTABLE 0.154" WT CS MSS-SP-75 WPHY-52
2 EA	2.375" ELBOX BW 3R 90deg SEGMENTABLE 0.154" WT 1 CS MSS_50-75 WPHY-52

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: April 1, 2021**

**Estimated Completion Date: May 28, 2021**

## Attachment C

### Eligibility Ratio

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

## Attachment D

### Betterment Calculation and Estimates

- ☒ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

**Attachment E**  
**Proof of Property Interest**



THE STATE OF TEXAS,  
COUNTY OF Hays

KNOW ALL MEN BY THESE PRESENTS:

5015926

That for and in consideration of Thirty Nine \$47.00 R310-176  
(\$ 39 Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto

United Pipe Line Corp. (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, ~~and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in~~

Hays County, State of Texas, to-wit:

Being 86.3 acres more or less out of the Ed  
Burleson & W. E. Burleson surveys

more fully described in deed from R. S. Spanenberg  
to N. S. Birdwell recorded in Volume 74, Page 151,  
Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, ~~telegraph and telephone lines~~; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. ~~Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.~~

AND FOR THE SAME CONSIDERATION, herein recited, Grantee is hereby granted the additional right to construct, maintain and operate on the above described property a gas regulating and measuring station; said station to occupy a tract of land not to exceed \_\_\_\_\_ feet by \_\_\_\_\_ feet for a period of Ten (10) years from the date hereof, together with the right to renew said regulating and measuring station privilege for an additional period of Ten (10) years, upon payment to the said Grantor of the sum of \_\_\_\_\_

(\$. \_\_\_\_\_) Dollars.

It is understood that this Right of Way agreement  
is to cover the Right of Way for the line constructed  
parallel with the line constructed by the Home  
Eng. & Supply Co. the same is not a homestead

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this 21 day of Jan, A. D. 1927.

Signed and delivered in the presence of  
the undersigned witnesses:

W. S. Birdwell 31

Ed Jones

Right of Way Agent.



THE STATE OF LOUISIANA  
TEXAS,

Parish  
County of St. Louis

KNOW ALL MEN BY THESE PRESENTS:

R334-029-K10

R310-176-K10

That for and in consideration of Five and 50/100  
(\$ 5.50) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto

United Pipe Line Corp. (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situated in

St. Louis Parish, Louisiana,  
County, State of Texas, to-wit:

5014486

A tract of land containing 86 acres, more or less, in the  
Ed. Burleson, D. C. Burleson, Trinidad Vercinas + George Herder  
Surveys

more fully described in deed from R. P. Spradling and wife, Minnie Spradling  
to W. S. Birdwell recorded in Volume 74, Page 141-2 & 3,  
Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon written application to the Grantee at Houston, Texas, the Grantee will make or cause to be made a tap on any gas pipe line constructed by Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

AND FOR THE SAME CONSIDERATION, herein recited, Grantee is hereby granted the additional right to construct, maintain and operate on the above described property a gas regulating and measuring station

said building to occupy a tract of land not to exceed \_\_\_\_\_ feet by \_\_\_\_\_ feet for a period of Ten (10) years from the date hereof, together with the right to renew said regulating and measuring station privilege for an additional period of Ten (10) years, upon payment to the said Grantor of the sum of \$ \_\_\_\_\_

This is not a homestead or any part thereof.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 21st day of January, A. D. 1931

Signed and delivered in the presence of  
the undersigned witnesses:

W. S. Birdwell

C. H. Bess

Right of Way Agent.



THE STATE OF TEXAS,  
County of Hays

Before me, W.K. Smith, a Notary Public in and for said County and State, on this day personally appeared W.S. Birdwell, 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.

Given under my hand and seal of office on this the 21st day of January, A. D. 1931

(SEAL)

W.K. Smith

Notary Public in and for

Hays County, Texas.

THE STATE OF TEXAS,  
County of \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this day personally appeared \_\_\_\_\_, wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1931

(SEAL)

Notary Public in and for

County, Texas.

4552  
COMPARED

Line Birdwell

No. 3

County Hays

Parish \_\_\_\_\_

W.S. Birdwell

Address Buda, Tex.

TO

950 24 Jan  
1931 11 131  
404-405  
James Jacobs

Approved:

Right of Way Agent.

Approved:

Attorney:

THE STATE OF LOUISIANA  
Parish of \_\_\_\_\_

STATE OF TEXAS,  
COUNTY OF HAYS

NANNIE D. JACKS, Clerk County Court, Hays County, Texas, certify that the foregoing instrument of writing, with its certificate of authentication was filed in my office for record on the 24 day of Jan, A.D., 1931 at 9:30 o'clock a M., and duly recorded the day of Jan, A.D., 1931 at 9:30 o'clock a M., in Volume 102 on Pages 404-405.  
Witness my hand and the Seal of the County Court of said County, at office in San Marcos, the day and year last above written.

Sarah

Deputy.

Nannie D. Jacks  
Clerk County Court,

Hays County, Texas.

139

THE STATE OF TEXAS,  
COUNTY OF Hays

Before me, J. L. Carter, a Notary Public in and for said County and State, on this day personally appeared W. S. Birdwell, known to me to be the person whose name 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 on this the 21 day of Jan, A. D. 1922.

(SEAL)

J. L. Carter  
Notary Public in and for  
Hays County, Texas.

THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, wife of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1922.

(SEAL)

Notary Public in and for

County, Texas.

OPEN 4555  
Line Converse  
No. 586 / 136  
County Hays  
1826x94-1852x50  
W. S. Birdwell  
Address Buda 28  
TO Jan 24  
1140 407-408  
1140 407-408  
Approved: \_\_\_\_\_  
Right of Way Agent.  
Approved: \_\_\_\_\_  
Attorney: \_\_\_\_\_

STATE OF LOUISIANA,

STATE OF TEXAS,  
COUNTY OF HAYS

NANNIE D. JACKS, Clerk County Court, Hays County, Texas, certify that the foregoing instrument of writing, with its certificate of authentication was filed in my office for record on the 24 day of Jan, A. D. 1922 at 9:30 o'clock A. M., and duly recorded the 28 day of Jan, A. D. 1922 at 11:40 o'clock A. M., in Volume 102 on Page 407-408, Deed Records of Hays County, Texas. Witness my hand and the seal of the County Court of said County, at office in San Antonio, the day and year last above written.

Sarah Reed  
County.

Nannie D. Jacks  
County.

## Attachment F

### Copy of Approved TxDOT Online Installation Permit

UIR Permit #: AUS20201202133227

UIR Permit #: AUS20201202143356



Installation Application  
Online version 4/2006

## Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission  
c/o District Engineer  
Texas Department of Transportation  
Austin District, Texas

Date 12/2/2020  
Application No. AUS20201202133227

Formal notice is hereby given that Enterprise Texas Pipeline LLC  
proposes to install a utility facility within the right-of-way of FM2001  
in Hays County, Texas as follows: (details are shown on page 2)

**The scope of work is to excavate, remove and reinstall approximately 1424 feet of the 6 inch LID 9034 "New Braunfels to Turnersville Road Station" pipeline where it is impacted by the ROW taking and construction of new road and drainage features along FM 2001 in Buda, TX. This pipeline is in conflict with the proposed wall and drainage construction and will be located inside the new ROW taking. The existing 10" casing at the cased crossing south of the project area will also be extended to accommodate any proposed future expansions. Line tie in will be via line shut down for the re route.**

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

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

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

The location and description of the proposed installation and appurtenances is more fully shown by 2 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after December 7, 2020 and end on or before February 20, 2021.

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

Utility Installation Owner Enterprise Texas Pipeline LLC  
By Scheri Schmidt  
Title Sr. Land Representative  
Address 1100 Louisiana  
Houston, TX 77002  
Phone No. 713-381-5474  
E-mail address snmireles@eprod.com



## Application Details

Application No.	AUS20201202133227
Date	12/2/2020
Utility Installation Owner	Enterprise Texas Pipeline LLC
By	Scheri Schmidt
TxDOT District	Austin District
County	Hays
Route	FM2001
Control Section	177602
Description	The scope of work is to excavate, remove and reinstall approximately 1424 feet of the 6 inch LID 9034 "New Braunfels to Turnersville Road Station" pipeline where it is impacted by the ROW taking and construction of new road and drainage features along FM 2001 in Buda, TX. This pipeline is in conflict with the proposed wall and drainage construction and will be located inside the new ROW taking. The existing 10" casing at the cased crossing south of the project area will also be extended to accommodate any proposed future expansions. Line tie in will be via line shut down for the re route.
Attachments	FM 2001 WIDENING .pdf barlow.pdf

**TxDOT - Corpus Christi District**  
**CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION**  
Online version 03/2018

Yes No N/A

- ☒ ☐ ☐ Is this proposed work or relocation due to TxDOT construction? If so then please state that in the Basic Information.
- 
- ☒ ☐ ☐ Is the repair and/or installation in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and all applicable State and Federal laws and regulations? See the TMUTCD and other TxDOT manuals on the UIR website. See also Utility Installation Regulations on the special provisions.
- 
- ☒ ☐ ☐ In the Basic Information, has the following information been provided in the description: What is being proposed? What road/highway will this installation be on? What is the distance from the nearest county or state intersection? What is the purpose of the utility or pipeline?
- 
- ☒ ☐ ☐ Have the material specifications of the utility or pipeline to be installed or repaired been included on the design sheets?
- 
- ☒ ☐ ☐ Are all coordinates in North American Datum 1983 (NAD83), North American Vertical Datum 1988 (NAVD88) and/or Texas Coordinate System South Zone? Please state the system used on the sheet(s). North American Datum 1927 is no longer used by TxDOT.
- 
- ☒ ☐ ☐ For high pressure (over 60 psi) petroleum pipeline installations, has the following information been provided on the sheets: Both ROW lines? GPS or LAT LONG coordinates where the pipeline crosses each ROW line? Distance from crossing to a county or state intersection? Distance between proposed or existing lines? The names of any existing pipelines this line will be paralleling? The angle of crossing? Type of cathodic protection to be used? A bore profile showing depth under ditches and roadway? A completed Barlow formula (see Exhibit A) signed and stamped by a certified Engineer?
- 
- ☐ ☐ ☒ For utilities or pipelines to be installed parallel to the road, have you included or shown in the design sheet(s) the following information: proposed location; vertical elevations; horizontal alignments from ROW line; relationship to existing utilities; and total length of project?
- 
- ☐ ☐ ☒ For all aerial installations, do the plans clearly show and differentiate between existing and new poles?
- 
- ☐ ☐ ☒ For aerial or underground bored crossings, is the location of the crossing as close to 90° degrees as practical? If the angle is more than 5 degrees from 90, provide justification in the Basic Information on why the crossing will be at the proposed angle.
- 
- ☐ ☒ ☐ For all underground installations or repairs, will non-metallic detection devices be emplaced? If not please state the reason.
- 
- ☒ ☐ ☐ Is it understood that a copy of the permit AND approval form must be on the job site during



construction or repair?

---

- ☐ ☐ ☒ If part of the proposed work of this request is to abandon all or part of a utility in State ROW, has it been clearly stated on the sheets? If abandonment of a utility is involved in this request then contact: Lance Bornstein (361)808-2285 or (361) 215-8113 Lance.Bornstein@txdot.gov for the abandonment procedures. Abandonment of a utility is not processed through the UIR system. In the description block of the installation request state that Lance Bornstein will be contacted to coordinate the abandonment of the utility in State ROW.
-











Project  
LID 9034 Relocation

Location  
FM2001

Date  
11/16/2020

## Design Pressure - Steel Pipe

### PIPE AND OPERATIONAL DATA:

Nominal Pipe Size	6 5/8
Nominal Outside Diameter [in.]	6.63
Nominal Wall Thickness [in.]	0.280
Grade	X52
Specified Minimum Yield Strength [psi]	52,000
Design Factor	0.5
Longitudinal Joint Factor	1.0
Temperature Derating Factor	1.000

### RESULTS OF CALCULATION:

Design Pressure [psig]	2,196.08
------------------------	----------



Notes: MAOP = 748 PSIG

Reference: CFR Part 192 and ASME B31.8

Prepared By Jeffrey W, Brown

Approved By

Revision: 10.0.0

Project LID 9034A Relocation		
Location FM2001	Date 11/16/2020	

## Design Pressure - Steel Pipe

### PIPE AND OPERATIONAL DATA:

Nominal Pipe Size	2 3/8
Nominal Outside Diameter [in.]	2.38
Nominal Wall Thickness [in.]	0.154
Grade	B
Specified Minimum Yield Strength [psi]	35,000
Design Factor	0.5
Longitudinal Joint Factor	1.0
Temperature Derating Factor	1.000

### RESULTS OF CALCULATION:

Design Pressure [psig]	2,264.71
------------------------	----------



Notes: MAOP = 346 PSIG

Reference: CFR Part 192 and ASME B31.8

Prepared By Jeffrey W, Brown	Approved By 	Revision: 10.0.0
------------------------------	--	------------------



Installation Application  
Online version 4/2006

## Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission  
c/o District Engineer  
Texas Department of Transportation  
Austin District, Texas

Date 12/2/2020  
Application No. AUS20201202143356

Formal notice is hereby given that Enterprise Texas Pipeline LLC  
proposes to install a utility facility within the right-of-way of FM2001  
in Hays County, Texas as follows: (details are shown on page 2)

**Approximately 248 feet of the 2" LID 9034A will be lowered via HDD at the CR118 crossing to accommodate the lowering of natural grade and new pavement structure installation/regrading where the line will no longer be in compliance with TAC. The pipeline will also be inspected, recoated and a mechanical protection will be installed at the new drainage construction for pipeline protection where the line will run inside the new road ROW for FM2001 at the proposed culvert crossing. Line tie in will be via line shut down for the lowering.**

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

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

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

The location and description of the proposed installation and appurtenances is more fully shown by 2 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after December 7, 2020 and end on or before February 20, 2021.

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

Utility Installation Owner Enterprise Texas Pipeline LLC  
By Scheri Schmidt  
Title Sr. Land Representative  
Address 1100 Louisiana  
Houston, TX 77002  
Phone No. 713-381-5474  
E-mail address snmireles@eprod.com



## Application Details

Application No.	AUS20201202143356
Date	12/2/2020
Utility Installation Owner	Enterprise Texas Pipeline LLC
By	Scheri Schmidt
TxDOT District	Austin District
County	Hays
Route	FM2001
Control Section	177602
Description	Approximately 248 feet of the 2" LID 9034A will be lowered via HDD at the CR118 crossing to accommodate the lowering of natural grade and new pavement structure installation/regrading where the line will no longer be in compliance with TAC. The pipeline will also be inspected, recoated and a mechanical protection will be installed at the new drainage construction for pipeline protection where the line will run inside the new road ROW for FM2001 at the proposed culvert crossing. Line tie in will be via line shut down for the lowering.
Attachments	FM 2001 WIDENING .pdf
	barlow.pdf

**TxDOT - Corpus Christi District**  
**CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION**  
Online version 03/2018

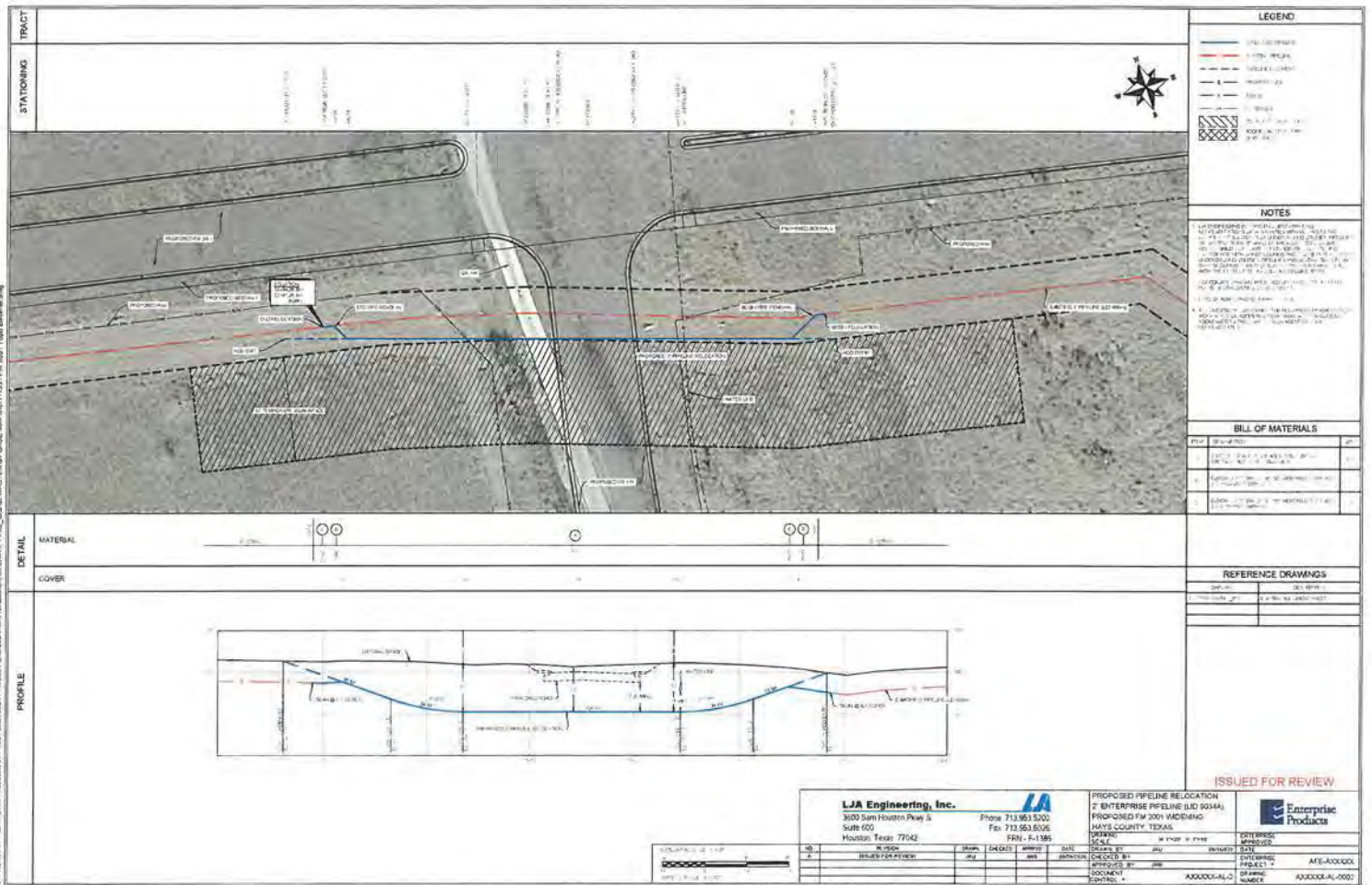
Yes No N/A

- ☒ ☐ ☐ Is this proposed work or relocation due to TxDOT construction? If so then please state that in the Basic Information.
- 
- ☒ ☐ ☐ Is the repair and/or installation in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and all applicable State and Federal laws and regulations? See the TMUTCD and other TxDOT manuals on the UIR website. See also Utility Installation Regulations on the special provisions.
- 
- ☒ ☐ ☐ In the Basic Information, has the following information been provided in the description: What is being proposed? What road/highway will this installation be on? What is the distance from the nearest county or state intersection? What is the purpose of the utility or pipeline?
- 
- ☒ ☐ ☐ Have the material specifications of the utility or pipeline to be installed or repaired been included on the design sheets?
- 
- ☒ ☐ ☐ Are all coordinates in North American Datum 1983 (NAD83), North American Vertical Datum 1988 (NAVD88) and/or Texas Coordinate System South Zone? Please state the system used on the sheet(s). North American Datum 1927 is no longer used by TxDOT.
- 
- ☒ ☐ ☐ For high pressure (over 60 psi) petroleum pipeline installations, has the following information been provided on the sheets: Both ROW lines? GPS or LAT LONG coordinates where the pipeline crosses each ROW line? Distance from crossing to a county or state intersection? Distance between proposed or existing lines? The names of any existing pipelines this line will be paralleling? The angle of crossing? Type of cathodic protection to be used? A bore profile showing depth under ditches and roadway? A completed Barlow formula (see Exhibit A) signed and stamped by a certified Engineer?
- 
- ☒ ☐ ☐ For utilities or pipelines to be installed parallel to the road, have you included or shown in the design sheet(s) the following information: proposed location; vertical elevations; horizontal alignments from ROW line; relationship to existing utilities; and total length of project?
- 
- ☐ ☐ ☒ For all aerial installations, do the plans clearly show and differentiate between existing and new poles?
- 
- ☒ ☐ ☐ For aerial or underground bored crossings, is the location of the crossing as close to 90° degrees as practical? If the angle is more than 5 degrees from 90, provide justification in the Basic Information on why the crossing will be at the proposed angle.
- 
- ☒ ☐ ☐ For all underground installations or repairs, will non-metallic detection devices be emplaced? If not please state the reason.
- 
- ☒ ☐ ☐ Is it understood that a copy of the permit AND approval form must be on the job site during

construction or repair?

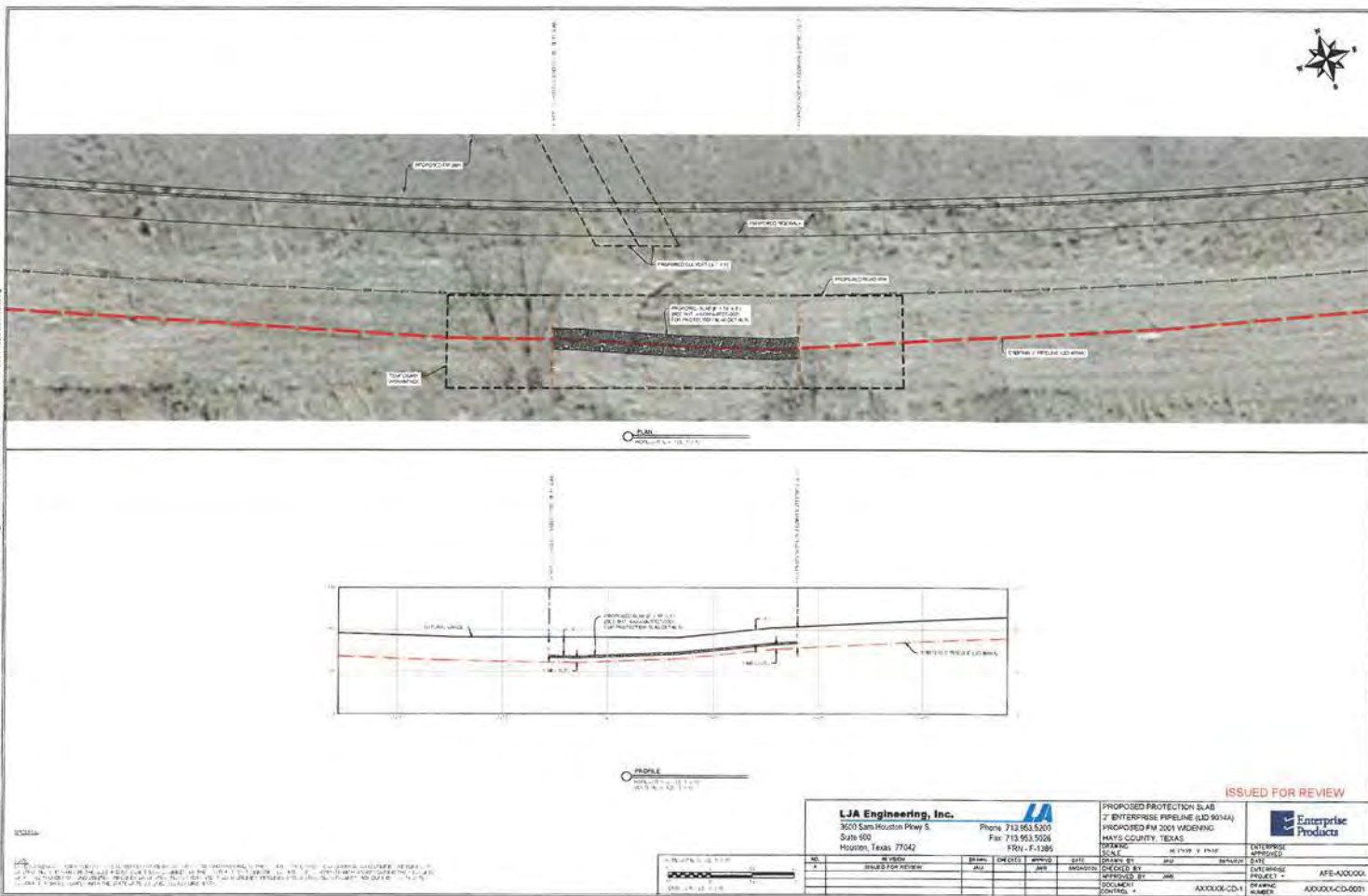
- 
- 
- ☐ ☐ ☒ If part of the proposed work of this request is to abandon all or part of a utility in State ROW, has it been clearly stated on the sheets? If abandonment of a utility is involved in this request then contact: Lance Bornstein (361)808-2285 or (361) 215-8113 Lance.Bornstein@txdot.gov for the abandonment procedures. Abandonment of a utility is not processed through the UIR system. In the description block of the installation request state that Lance Bornstein will be contacted to coordinate the abandonment of the utility in State ROW.
- 
-







L:\Projects\077 Enterprise Products\077A\131 1261 0006 - 1620000 Enhancement Texas\077A\CD\077A\CD-001.dwg 131 1261 0006 - 1620000 Enhancement Texas\077A\CD\077A\CD-001.dwg





Project

LID 9034 Relocation

Location

FM2001

Date

11/16/2020

## Design Pressure - Steel Pipe

### PIPE AND OPERATIONAL DATA:

Nominal Pipe Size	6 5/8
Nominal Outside Diameter [in.]	6.63
Nominal Wall Thickness [in.]	0.280
Grade	X52
Specified Minimum Yield Strength [psi]	52,000
Design Factor	0.5
Longitudinal Joint Factor	1.0
Temperature Derating Factor	1.000

### RESULTS OF CALCULATION:

Design Pressure [psig]	2,196.08
------------------------	----------



Notes: MAOP = 748 PSIG

Reference: CFR Part 192 and ASME B31.8

Prepared By Jeffrey W. Brown

Approved By

Revision: 10.0.0



Project LID 9034A Relocation		
Location FM2001	Date 11/16/2020	

## Design Pressure - Steel Pipe

PIPE AND OPERATIONAL DATA:


Nominal Pipe Size	2 3/8
Nominal Outside Diameter [in.]	2.38
Nominal Wall Thickness [in.]	0.154
Grade	B
Specified Minimum Yield Strength [psi]	35,000
Design Factor	0.5
Longitudinal Joint Factor	1.0
Temperature Derating Factor	1.000

RESULTS OF CALCULATION:

Design Pressure [psig]	2,264.71
------------------------	----------



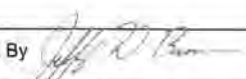
  

Notes: MAOP = 346 PSIG

Reference: CFR Part 192 and ASME B31.8

Prepared By Jeffrey W, Brown	Approved By 	Revision: 10.0.0
------------------------------	--	------------------

## Attachment I

### Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway \_\_\_\_\_ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility:

\_\_\_\_\_  
*Name of Utility*

By:

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title:

Date:

Not Applicable

## 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 execute an Advance Funding Agreement with the Texas Department of Transportation for Locally Funded Roadway Improvement Project On-System (Roundabout Intersection at RM 12 and RM 150) as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	\$3,559,510

#### LINE ITEM NUMBER

035-804-96-643]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SMITH	N/A

#### SUMMARY

The RM 12 at RM 150 Roundabout intersection project is an element of the Hays County 2016 Road Bond Program that would improve safety and mobility for local traffic conditions at this location. The County has moved forward with project development of the RM 12 at RM 150 Roundabout intersection project, including engineering, right-of-way acquisition, environmental clearance and utility coordination. The AFA would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County in the development of the project. TxDOT would contribute a total of \$243,783.00, which includes direct and indirect State costs, and Hays County would contribute a total of \$3,559,510.00, which includes engineering, right-of-way acquisition, environmental clearance, construction funding, and direct State costs. The project is estimated to be let for construction by the Texas Department of Transportation in Late 2021.



A Resolution of the Hays County Commissioners Court  
Approving an Advance Funding Agreement for Locally Funded Roadway Improvement  
Project On-System (Roundabout Intersection at RM 12 and RM 150)  
and Authorizing the County Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the RM 12 at RM 150 Roundabout Intersection project is an element of the Hays County 2016 Road Bond Program; and

**WHEREAS**; the project would improve safety and mobility for local traffic conditions at this location; and

**WHEREAS**, Hays County has moved forward with project development of the RM 12 at RM 150 Roundabout Intersection project, including environmental clearance, construction design, and right-of-way/utility coordination; and

**WHEREAS**, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County in the development of the project;

**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby approve Advance Funding Agreement for Locally Funded Roadway Improvement Project On-System (RM 12 at RM 150 Roundabout Intersection) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Ruben Becerra  
Hays County Judge

---

Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

---

Mark Jones  
Commissioner, Pct. 2

---

Lon Shell  
Commissioner, Pct. 3

---

Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas  
Hays County Clerk

RM12atRM150RoundaboutAFA\_resolutionCLEAN.docx

CSJ #	0683-03-042
District #	14
Code Chart 64 #	50106
Project Name	Roundabout intersection at RM 12 and RM 150

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
Locally Funded Roadway Improvement Project  
On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of intersection improvements at RM 12 and RM 150**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **02/16/2021**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

## **AGREEMENT**

### **1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>N/A</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 12
4.	<b>State</b>	Construction Responsibilities	Article 13
5.	<b>Local Government</b>	Right of Way and Real Property	Article 15

### **2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work includes the preliminary engineering (design, utilities, environmental, right-of-way, etc.), final design/engineering, and construction of a roundabout intersection at RM 12 and RM 150, including paving, grading and drainage improvements for the future extension of RM 150 west of RM 12 in Hays County, Texas.

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House



<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

(ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. **Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

- items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

## **6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## **7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## **8. Utilities**

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## **9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Procurement Standards**

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

**12. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

**13. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

**14. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**15. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

**16. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**17. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
County of Hays ATTN: County Judge 111 E. San Antonio St., Ste.300 San Marcos, TX 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**18. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**19. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**20. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**21. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**22. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Audit**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements**

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

## **27. Debarment Certifications**

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## **28. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).



<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**29. Signatory Warranty**

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

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ruben Becerra

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Typed or Printed Title

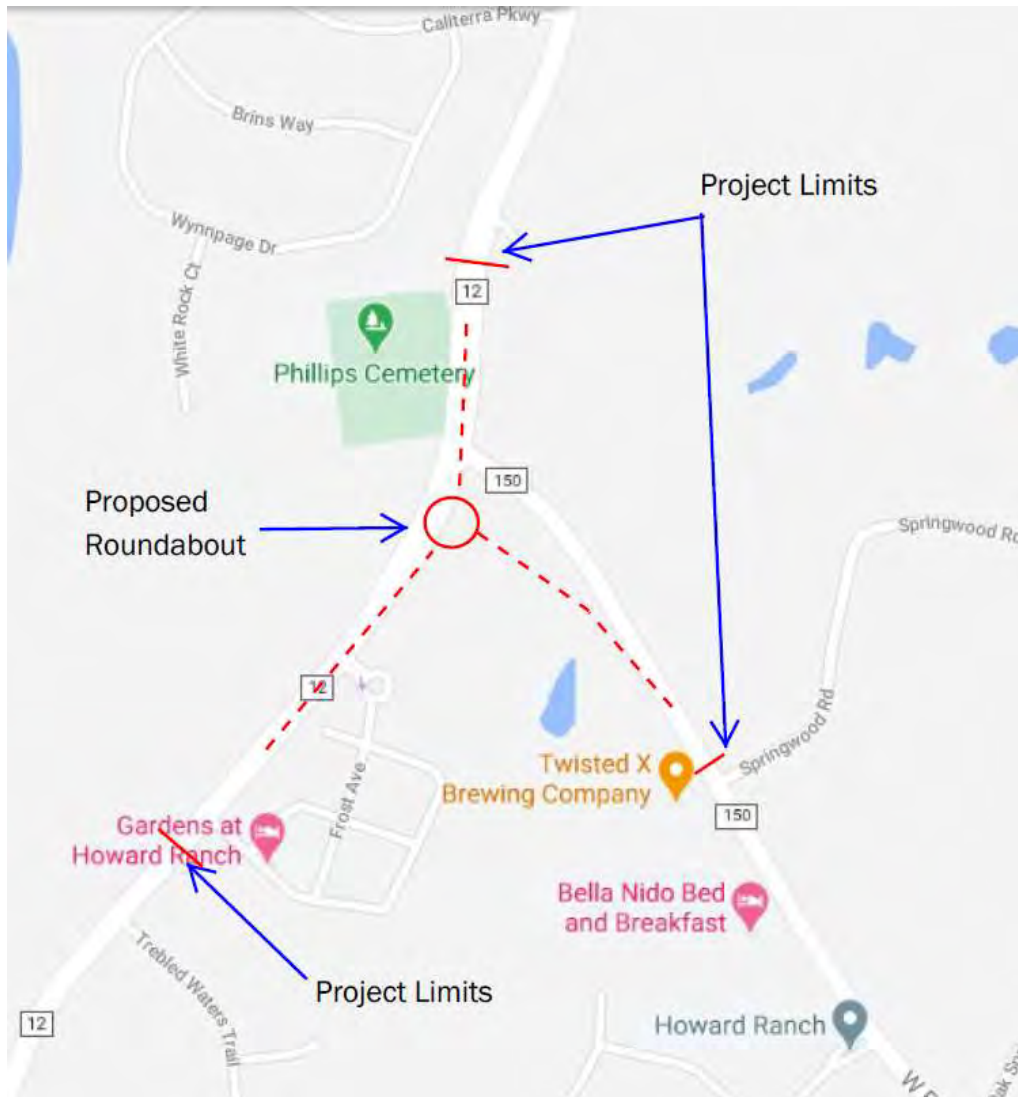
\_\_\_\_\_  
Date

<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

CSJ #	0683-03-042
District #	14
Code Chart 64 #	50106
Project Name	Roundabout intersection at RM 12 and RM 150

## ATTACHMENT B LOCATION MAP SHOWING PROJECT



<b>CSJ #</b>	<b>0683-03-042</b>
<b>District #</b>	<b>14</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>Roundabout intersection at RM 12 and RM 150</b>

## ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on applicable Local Government funding. The Local Government will then be responsible for 100% of the project costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$607,650	0%	\$0	100%	\$607,650
Right of Way (by Local Government)	\$633,566	0%	\$0	100%	\$633,566
Environmental (by Local Government)	\$95,545	0%	\$0	100%	\$95,545
Construction (by State)	\$2,135,932	0%	\$0	100%	\$2,135,932
<b>Subtotal</b>	<b>\$3,472,693</b>		<b>\$0</b>		<b>\$3,472,693</b>
Environmental Direct State Costs	\$17,363	50%	\$8,682	50%	\$8,682
Right of Way Direct State Costs	\$4,341	50%	\$2,170	50%	\$2,170
Engineering Direct State Costs	\$26,045	50%	\$13,023	50%	\$13,023
Utility Direct State Costs	\$4,341	50%	\$2,170	50%	\$2,170
Construction Direct State Costs	\$121,544	50%	\$60,772	50%	\$60,772
Indirect State Costs (4.52%)	\$156,966	100%	\$156,966	0%	\$0
<b>TOTAL</b>	<b>\$3,803,293</b>		<b>\$243,783</b>		<b>\$3,559,510</b>

Initial payment by the Local Government to the State: \$26,045

Payment by the Local Government to the State before construction: \$2,196,704

Estimated total payment by the Local Government to the State \$2,222,749

This is an estimate. The final amount of Local Government participation will be based on actual costs

## 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 Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Winters Mill Pkwy at RM 12 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	\$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	SHELL	N/A

#### SUMMARY

The Winters Mill at RM 12, CSJ 0683-03-040, Safety Improvements project has a TxDOT Construction Letting Date in February / March 2021 and is to be advertised by County staff. TxDOT is preparing to release the Letter of Authority to the County for this project to go to construction. The County would like to begin negotiations with Pape-Dawson for construction engineering and inspection in hopes to have them under contract before construction begins.

Pape Dawson Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P08 and has an On-Call contract for CE&I services approved June 30, 2020. 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 authorize the execution of a Supplemental #6 to the Professional Service Agreement (PSA) with HDR Engineering, Inc. for Robert S. Light (Buda Truck Bypass) project as part of the Hays County/TxDOT Partnership Program and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	February 23, 2021	\$475,000

#### LINE ITEM NUMBER

033-802-96-625.5621\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Department	JONES	N/A

#### SUMMARY

The Supplemental to the PSA increases the contract compensation cap by \$475,000 from \$2,700,000 to \$3,175,000. This will allow for the execution of Work Authorization #3 for the Robert S. Light (Buda Truck Bypass) project which authorizes adding out of scope work requested by TxDOT to facilitate moving this project to letting, as well as adding bid and construction phase services. The out of scope work requested by TxDOT includes updating the project to ATLAS 14 Hydrology standards, coordination with utilities that were not originally identified in the TxDOT permitting process, additional reviews/changes in environmental documentation, and additional Edwards Aquifer permitting with TCEQ.

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 6**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS   §  
COUNTY OF HAYS   §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, *(the "County")* and HDR Engineering, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on June 4<sup>th</sup>, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 of the agreement as modified by Supplemental Agreement No. 5 was limited to \$2,610,000.00; and,

WHEREAS, the “***Compensation Cap***” in Exhibit 1, Section 4, Item 4.3, as modified by Supplemental Agreement No. 5, limits the maximum amount payable under the agreement to \$2,700,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$2,610,000.00 to \$3,122,186.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,700,000.00 to \$3,175,000.00.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

**ENGINEER:**

HDR Engineering, Inc.

By:   
Signature

Mark D. Borenstein  
Printed Name

Vice President  
Title

2/3/21  
Date

**COUNTY:**

Hays County, Texas

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**2/4/2021**



**EXHIBIT II**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**

## 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 granting a waiver from fee requirements under Section 2.03(B) of the Phasing Agreement between Hays County and Development Solutions CAT, LLC for the Caliterra Subdivision Development.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Caliterra Phase 3, Section 9 is a recorded subdivision located off of Premier Park Loop in Precinct 4.

The developer is vacating the previously recorded plat to modify a plat note (Note 16) as required by the City of Dripping Springs. That is the extent of the changes as no lot lines are being modified, no lots are being added to the original plat, and no modifications are being proposed to accepted road improvements.

The developer is requesting that the fee requirements outlined in Section 2.03 (B) of the executed Phasing Agreement are waived since no technical review will be performed for this revised version of the plat. Caliterra, Phase Three, Section Nine was approved on March 31, 2020 and the plat was recorded on April 27, 2020.

# VACATION AND REPLAT CALITERRA PHASE THREE, SECTION NINE



VICINITY MAP  
(N.T.S.)

## LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 5/8" IRON ROD FOUND
- ⋈ FENCE POST FOUND
- 17 LOT NUMBER
- ① BLOCK DESIGNATION
- SIDEWALKS
- D.E. DRAINAGE EASEMENT
- S.W.E. SIDEWALK EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- R.O.W. RIGHT-OF-WAY

SCALE 1" = 100'

## LINEAR FOOTAGE OF RIGHT-OF-WAY

PREMIER PARK LOOP (MINOR ARTERIAL)	60' R.O.W.	328'
PEAKSIDE CIRCLE (LOCAL STREET)	50' R.O.W.	192'
SOARING HILL ROAD (LOCAL STREET)	60' R.O.W.	3,150'
FISH TRAP ROAD (LOCAL STREET)	50' R.O.W.	260'
CLIMBING ROCK LOOP (LOCAL STREET)	50' R.O.W.	3,035'
TOTAL		6,965'

EASEMENT CURVE TABLE					
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent DELTA
(C88)	8.56	20.00	S79°47'40"W	8.50	4.35 24°31'48"
(C90)	11.74	330.00	S87°02'42"W	11.74	5.67 2°02'17"

EASEMENT LINE TABLE		
Line #	Length	Direction
(L22)	139.63	N07°54'05"W
(L23)	20.17	N07°05'56"E
(L24)	20.17	N01°05'56"E
(L25)	137.33	N02°05'56"E
(L26)	28.13	N46°05'30"E
(L27)	17.72	S88°07'38"E
(L28)	4.49	S01°36'02"W

EASEMENT LINE TABLE		
Line #	Length	Direction
(L29)	15.51	S01°36'02"W
(L30)	9.52	N88°07'38"W
(L31)	11.61	S48°05'30"W
(L32)	128.92	S02°05'56"W
(L33)	19.83	S01°05'56"W
(L34)	19.83	S00°05'56"W
(L35)	137.08	S00°54'05"W

FEMA PANEL NO. 48209C-0115F  
EFFECTIVE DATE: SEPTEMBER 2, 2005

ACREAGE: 31.792 ACRES

SURVEY: PHILIP A. SMITH  
SURVEY NUMBER 26  
ABSTRACT NUMBER 415  
HAYS COUNTY, TEXAS

DATE: APRIL 7, 2020

OWNER: DEVELOPMENT SOLUTIONS CAT, LLC.  
901 IDS CENTER  
80 SOUTH 8TH STREET  
MINNEAPOLIS, MINNESOTA 55402

ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TX 78749  
PHONE: 512-280-5160  
FAX: 512-280-5165

TOTAL ACREAGE: 31.792 ACRES

SURVEY: PHILIP A. SMITH SURVEY NO. 26  
ABSTRACT NUMBER 415  
HAYS COUNTY, TEXAS

TOTAL NO. LOTS	86
NO. OF SINGLE FAMILY LOTS	82
NO. OF OPENSPACE LOTS	3
NO. OF OPENSPACE, D.E., & W.Q. LOTS	1
NO. OF BLOCKS	3

## BENCHMARK NOTES:

BM#1 IS A CAPPED 1/2" IRON ROD, ON THE SOUTH SIDE OF CALITERRA PARKWAY, APPROXIMATELY 136' NORTH FROM THE EASTERMOST CORNER OF LOT 16, BLOCK "K" OF CALITERRA PHASE TWO, SECTION EIGHT, INSTRUMENT # 18010022. ELEVATION = 1,154.00'

BM#2 IS A "X" ON TOP OF RIBBON CURB, ON THE NORTH SIDE OF CALITERRA PARKWAY, APPROXIMATELY 139' SOUTHEAST FROM THE SOUTHERNMOST CORNER OF LOT 35, BLOCK "E", AMENDED PLAT OF CALITERRA PHASE ONE, SECTION FOUR, VOL. 19, PG. 138. ELEVATION = 1,066.07'

A SUBDIVISION OF 31.792 ACRES BEING CALITERRA PHASE THREE, SECTION NINE, OUT OF THE PHILIP A. SMITH SURVEY NUMBER 22, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.

FIRM ID #F3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5160 Fax No. (512) 280-5165



PATH-J:\AC3D\4992\SURVEY\PLAT - CALITERRA PHASE THREE, SECTION NINE.dwg



## GENERAL NOTES:

1. THIS FINAL PLAT IS WITHIN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER ZONE.
4. THIS PLAT IS LOCATED WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. ACCESS TO AND FROM CORNER LOTS SHALL ONLY BE PERMITTED FROM ONE STREET.
6. NO PORTION OF THE SUBJECT PLAT PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON F.I.R.M. PANEL NO 48209C 0115F, DATED SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
7. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM THE DRIPPING SPRINGS WATER SUPPLY CORPORATION.
8. ORGANIZED WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY THE CITY OF DRIPPING SPRINGS.
9. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
10. TELEPHONE SERVICE WILL BE PROVIDED BY VERIZON.
11. IF GAS LINES ARE NOT INCLUDED IN THE CONSTRUCTION PLANS, THERE WILL BE SEPARATE SITE DEVELOPMENT PLAN, APPLICATION, AND FEES REQUIRED.
12. MINIMUM FRONT SETBACK SHALL BE 20'.
13. MINIMUM REAR SETBACK SHALL BE 20'.
14. MINIMUM SIDE AND INTERIOR SIDE YARD SETBACKS SHALL BE 5'.
15. MINIMUM SIDE YARD SETBACKS ADJACENT TO A PUBLIC STREET SHALL BE 10'.
16. UTILITY EASEMENTS OF 15 FEET SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED R.O.W. ~~AND 5' ALONG EACH SIDE LOT LINE.~~
17. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE CITY OF DRIPPING SPRINGS AND HAYS COUNTY DEVELOPMENT REGULATIONS.
18. NO STRUCTURE SHALL BE OCCUPIED UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY OF DRIPPING SPRINGS.
19. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED COMMUNITY WATER SYSTEM.
20. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE APPROVED ORGANIZED WASTE WATER SYSTEM.
21. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL OF HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
22. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE CITY RIGHT-OF-WAY HAS BEEN ISSUED UNDER AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
23. DEVELOPMENT AND RESTRICTIONS WITHIN THE CITY OF DRIPPING SPRINGS AND TCEQ WATER QUALITY BUFFER ZONES ARE LIMITED TO THOSE LISTED IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S (TCEQ) OPTIONAL ENHANCED MEASURES FOR THE PROTECTION OF WATER QUALITY IN THE EDWARDS AQUIFER (REVISED) OR AS PERMITTED BY THE TCEQ.
24. ALL LOTS ARE REQUIRED TO COMPLY WITH THE THEN CURRENT ADOPTED BUILDING CODE AS ADOPTED BY THE CITY OF DRIPPING SPRINGS, AND THE FIRE CODE ADOPTED BY ESD #6. THIS IS TO INCLUDE THE PULLING OF BUILDING PERMITS THROUGH THE CITY OF FOR ALL APPLICABLE CONSTRUCTION.
25. PER THE DEVELOPMENT AGREEMENT BETWEEN CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC, THE CALITERRA DEVELOPMENT PROJECT IS SUBJECT TO AN INTEGRATED PEST MANAGEMENT (IPM) PLAN.
26. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE HAYS COUNTY DEVELOPMENT DISTRICT #1.
27. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PREDEVELOPED 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.
28. ALL ROADWAYS IN THIS DEVELOPMENT ARE TO BE DEDICATED TO THE PUBLIC AND MAINTAINED BY HAYS COUNTY.
29. THIS DEVELOPMENT IS SUBJECT TO THE CALITERRA DEVELOPMENT AGREEMENT DATED JANUARY 14, 2014 BETWEEN THE CITY OF DRIPPING SPRINGS AND DEVELOPMENT SOLUTIONS CAT, LLC., RECORDED IN VOLUME 4978, PAGE 215, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
30. LOTS 15, 16, AND 17, BLOCK E, WILL REQUIRE A MINIMUM 18" CULVERT.

## VACATION AND REPLAT

## CALITERRA

## PHASE THREE SECTION NINE

LOT SIZE	NO.
< 1 ACRE	83
1-2 ACRE	0
2-5 ACRE	3
5-10 ACRE	0
> 10 ACRE	0
MINIMUM LOT SIZE: 0.172 AC (7,500 sq. ft.)	
AVERAGE LOT SIZE: 0.298 AC (12,589 sq. ft.)	

Line #	Length	Direction
L1	17.22	S121°19'E
L2	222.03	S87°01'24"W
L3	8.82	S73°58'03"W
L4	50.00	S11°16'00"E
L5	108.09	S19°30'53"E
L6	130.84	S09°27'19"W
L7	50.00	S01°36'02"W
L8	60.00	S01°56'09"E
L9	60.00	N64°36'44"W
L10	50.00	S89°55'30"W
L11	4.60	N00°04'21"W
L12	97.38	S87°00'03"W
L14	8.89	S79°40'51"E
L15	115.00	N00°04'21"W
L16	118.76	N00°04'21"W
L17	107.63	N00°04'21"W
L18	56.84	S81°59'01"W
L19	107.63	N00°04'21"W
L20	56.84	S81°59'01"W
L21	51.04	N42°02'13"W
L26	21.21	N03°27'20"W

AREA TABLE		
AREA WITHIN SUBDIVISION	31.792 ACRES (1,383,041 sq. ft.)	
AREA OF SINGLE FAMILY LOTS	17,049 ACRES (742,654 sq. ft.)	
AREA WITHIN PRIVATE STREETS	6,201 ACRES (270,116 sq. ft.)	
BLOCK 'D'		
LOT NO.	ACREAGE	SQ. FT.
17	0.282 ACRES	12,289 SQ. FT.
18	0.356 ACRES	15,504 SQ. FT.
19	0.306 ACRES	13,316 SQ. FT.
20	0.313 ACRES	13,623 SQ. FT.
21	0.260 ACRES	11,318 SQ. FT.
22	0.213 ACRES	9,258 SQ. FT.
23	0.187 ACRES	8,142 SQ. FT.
24	0.188 ACRES	8,189 SQ. FT.
25	0.189 ACRES	8,237 SQ. FT.
26	0.190 ACRES	8,285 SQ. FT.
27	0.191 ACRES	8,331 SQ. FT.
28	0.192 ACRES	8,380 SQ. FT.
29	0.230 ACRES	9,998 SQ. FT.
30	0.220 ACRES	9,572 SQ. FT.
31	0.190 ACRES	8,295 SQ. FT.
32	0.186 ACRES	8,108 SQ. FT.
33	0.186 ACRES	8,084 SQ. FT.
34	0.187 ACRES	8,147 SQ. FT.
35	0.188 ACRES	8,211 SQ. FT.
36	0.190 ACRES	8,274 SQ. FT.
37	0.194 ACRES	8,433 SQ. FT.
38	0.228 ACRES	9,919 SQ. FT.
39	1.643 ACRES	71,553 SQ. FT.
40	0.187 ACRES	8,125 SQ. FT.
41	0.187 ACRES	8,125 SQ. FT.
42	0.188 ACRES	8,180 SQ. FT.
43	0.234 ACRES	10,201 SQ. FT.
44	0.243 ACRES	10,599 SQ. FT.
45	0.235 ACRES	10,237 SQ. FT.
46	0.235 ACRES	10,237 SQ. FT.
47	0.243 ACRES	10,604 SQ. FT.
48	0.252 ACRES	10,962 SQ. FT.
49	0.201 ACRES	8,750 SQ. FT.
50	0.187 ACRES	8,125 SQ. FT.
51	0.187 ACRES	8,125 SQ. FT.
52	0.187 ACRES	8,125 SQ. FT.
53	0.186 ACRES	8,123 SQ. FT.

BLOCK 'E'		
1	0.222 ACRES	9,660 SQ. FT.
2	0.186 ACRES	8,083 SQ. FT.
3	0.172 ACRES	7,500 SQ. FT.
4	0.213 ACRES	9,284 SQ. FT.
5	0.232 ACRES	10,115 SQ. FT.
6	0.228 ACRES	9,931 SQ. FT.
7	0.228 ACRES	9,931 SQ. FT.
8	0.212 ACRES	9,222 SQ. FT.
9	0.201 ACRES	8,769 SQ. FT.
10	0.172 ACRES	7,500 SQ. FT.
11	0.172 ACRES	7,500 SQ. FT.
12	0.172 ACRES	7,500 SQ. FT.
13	0.172 ACRES	7,500 SQ. FT.
14	0.172 ACRES	7,500 SQ. FT.
15	0.306 ACRES	13,317 SQ. FT.
16	0.306 ACRES	13,317 SQ. FT.
17	0.306 ACRES	13,316 SQ. FT.
18	1.979 ACRES	86,219 SQ. FT.
BLOCK 'F'		
1	0.172 ACRES	7,500 SQ. FT.
2	0.172 ACRES	7,500 SQ. FT.
3	0.172 ACRES	7,500 SQ. FT.
4	0.172 ACRES	7,500 SQ. FT.
5	0.198 ACRES	8,640 SQ. FT.
6	0.345 ACRES	15,028 SQ. FT.
7	0.181 ACRES	7,899 SQ. FT.
8	0.194 ACRES	8,433 SQ. FT.
9	0.345 ACRES	15,028 SQ. FT.
10	0.194 ACRES	8,429 SQ. FT.
11	0.172 ACRES	7,500 SQ. FT.
12	0.172 ACRES	7,500 SQ. FT.
13	0.172 ACRES	7,500 SQ. FT.
14	0.172 ACRES	7,500 SQ. FT.
15	0.172 ACRES	7,500 SQ. FT.
16	0.202 ACRES	8,799 SQ. FT.
17	0.207 ACRES	9,012 SQ. FT.
18	0.187 ACRES	8,125 SQ. FT.
19	0.187 ACRES	8,125 SQ. FT.
20	0.187 ACRES	8,125 SQ. FT.
21	0.234 ACRES	10,201 SQ. FT.
22	0.187 ACRES	8,125 SQ. FT.
23	0.187 ACRES	8,125 SQ. FT.
24	0.187 ACRES	8,125 SQ. FT.
25	0.402 ACRES	17,498 SQ. FT.
26	0.231 ACRES	10,071 SQ. FT.
27	0.187 ACRES	8,125 SQ. FT.
28	0.187 ACRES	8,125 SQ. FT.
29	0.187 ACRES	8,125 SQ. FT.
30	0.187 ACRES	8,125 SQ. FT.
31	3.182 ACRES	138,593 SQ. FT.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	39.51	475.00	S78°21'02"W	39.50	19.77	4°45'57"
C2	22.45	15.00	S58°23'26"E	20.41	13.92	85°44'22"
C3	64.05	175.00	S25°01'47"E	63.69	32.39	29°58'09"
C4	22.88	15.00	S48°45'24"W	20.58	14.14	86°37'43"
C5	5.27	660.00	N88°10'15"W	5.27	2.84	0°27'27"
C6	24.56	15.00	S41°28'20"E	21.91	16.04	87°49'43"
C7	28.83	20.00	S46°45'35"W	26.40	17.57	82°35'59"
C8	295.36	270.00	S56°43'33"W	280.85	164.41	62°40'35"
C9	28.55	20.00	N15°30'20"W	26.19	17.32	87°47'12"
C10	208.94	470.00	N69°08'05"W	207.23	106.23	25°28'17"
C11	34.28	20.00	S49°01'43"W	30.23	23.09	96°12'08"
C12	31.42	20.00	N45°04'21"W	28.28	20.00	90°00'00"
C13	76.04	360.00	N84°01'19"W	75.89	38.16	12°06'05"
C14	130.84	270.00	S88°08'48"W	129.56	66.73	27°45'52"
C15	41.17	270.00	S78°37'36"W	41.13	20.62	84°41'11"
C16	146.27	464.00	N87°56'06"W	145.66	73.74	18°03'41"
C17	115.75	475.00	S88°39'42"E	115.46	58.16	13°57'42"
C18	272.10	60.00	S29°35'56"E	92.04	71.71	259°50'10"
C19	34.83	25.00	S60°24'05"W	32.08	20.92	79°50'09"
C20	23.56	15.00	N46°40'51"W	21.21	15.00	90°00'00"
C21	359.19	205.00	S39°52'36"E	314.98	246.01	100°23'30"
C22	23.56	15.00	N45°04'21"W	21.21	15.00	90°00'00"
C23	31.42	20.00	N44°55'39"E	28.28	20.00	90°00'00"
C24	266.38	330.00	S64°56'21"W	259.21	140.93	46°15'00"
C25	28.55	20.00	N82°42'27"E	26.19	17.32	87°47'12"
C26	249.48	530.00	N69°53'03"W	247.19	127.10	28°56'13"
C27	29.08	20.00	S41°43'18"E	26.58	17.79	83°17'48"
C28	23.56	15.00	S44°55'39"W	21.21	15.00	90°00'00"
C29	322.01	205.00	S44°55'39"E	289.91	205.00	90°00'00"
C30	66.70	205.00	N69°23'37"W	66.41	33.85	18°38'31"
C31	21.15	15.00	S21°40'19"W	19.44	12.76	80°46'23"
C32	60.86	175.00	S72°01'16"W	60.55	30.74	19°55'30"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C33	29.79	525.00	N80°21'29"E	29.78	14.90	3°15'03"
C34	253.13	155.00	N46°51'27"W	225.92	164.97	93°34'11"
C35	127.93	525.00	S89°39'42"E	127.61	64.28	13°57'42"
C36	23.56	15.00	S55°19'09"W	21.21	15.00	90°00'00"
C37	271.59	155.00	S39°52'36"E	238.15	186.01	100°23'30"
C38	243.47	155.00	N44°55'39"E	219.20	155.00	90°00'00"
C39	197.83	60.00	S65°00'40"E	119.63	761.46	189°00'39"
C40	40.31	60.00	S48°44'28"W	39.56	20.95	38°29'37"
C41	33.86	60.00	S84°00'13"W	33.41	17.39	32°19'54"
C42	31.31	475.00	S81°34'08"E	31.30	15.66	3°46'34"
C43	84.44	475.00	S88°32'59"E	84.33	42.33	10°11'07"
C44	34.24	205.00	N88°51'29"W	34.20	17.16	93°40'07"
C45	54.83	205.00	N76°24'41"W	54.67	27.58	15°19'28"
C46	54.83	205.00	N61°05'13"W	54.67	27.58	15°19'28"
C47	49.22	205.00	N46°32'40"W	48.10	24.73	13°45'19"
C48	5.10	475.00	N81°40'33"E	5.10	2.55	0°36'55"
C49	21.85	475.00	N80°03'01"E	21.85	10.93	23°08'08"
C50	14.97	525.00	N79°32'59"E	14.97	7.49	1°38'02"
C51	14.82	525.00	N81°10'30"E	14.81	7.41	1°37'01"
C52	45.29	205.00	N12°23'09"W	45.19	22.74	12°39'28"
C53	21.41	205.00	N03°03'54"W	21.40	10.72	5°59'05"
C54	46.96	205.00	N06°29'22"E	46.85	23.58	13°07'26"
C55	59.32	205.00	N21°20'27"E	59.11	29.87	16°34'44"
C56	59.32	205.00	N37°55'12"E	59.11	29.87	16°34'46"
C57	59.32	205.00	N54°29'57"E	59.11	29.87	16°34'44"
C58	54.83	205.00	N70°27'02"E	54.67	27.58	15°19'28"
C59	42.27	205.00	N84°01'15"E	42.20	21.21	11°48'52"
C60	26.95	475.00	N80°21'29"E	26.95	13.48	3°15'03"
C61	23.86	330.00	S43°53'09"W	23.86	11.94	4°08'36"
C62	73.49	330.00	S52°20'13"W	73.33	36.90	12°45'31"
C63	73.49	330.00	S65°05'45"W	73.33	36.90	12°45'31"
C64	73.49	330.00	S77°51'16"W	73.33	36.90	12°45'31"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C65	22.06	330.00	S86°08'56"W	22.06	11.03	3°49'49"
C66	79.88	225.00	S71°48'45"W	79.46	40.37	20°20'30"
C67	57.69	205.00	S82°00'40"E	57.50	29.04	16°07'24"
C68	61.66	205.00	S65°19'55"E	61.43	31.07	17°14'06"
C69	59.43	205.00	S48°24'34"E	59.22	29.92	16°36'37"



## VACATION AND REPLAT

CALITERRA  
PHASE THREE SECTION NINESTATE OF TEXAS }  
COUNTY OF HAYS }

KNOW ALL MEN BY THESE PRESENTS:

THAT DEVELOPMENT SOLUTIONS CAT, LLC, ACTING BY AND THROUGH ITS  
ACRES OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 22, AB  
DEED RECORDED IN VOLUME 4682, PAGE 342 OF THE OFFICIAL PUBLIC  
OF LAND IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS:reference  
new  
warranty  
deed for  
pulte

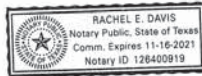
CALITERRA PHASE THREE, SECTION NINE

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED  
THE STREETS AND EASEMENTS SHOWN HEREON.WITNESS MY HAND, THIS 10<sup>th</sup> DAY OF March, 2020BY: Gregory L. Rich  
GREGORY L. RICH, MANAGER  
DEVELOPMENT SOLUTIONS CAT, LLCDevelop  
ment  
solutions  
still owns  
a couple  
lotsPULTE  
HOMES..  
..see  
bluffview  
as an  
exampleSTATE OF TEXAS }  
COUNTY OF HAYS }BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Gregory L. Rich, KNOWN TO ME TO BE THE PERSON  
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE  
AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

Rachel E. Davis

PRINTED NOTARY NAME

MY COMMISSION EXPIRES: 11/16/21STATE OF TEXAS:  
COUNTY OF TRAVIS:I, BRETT R. PASQUARELLA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING  
CONSIDERATION HAS BEEN GIVEN THIS PLAT. I CERTIFY TO THE COMPLETENESS, ACCURACY AND COMPLIANCE TO THE CITY OF DRIPPING SPRINGS  
SUBDIVISION ORDINANCES.FLOOD PLAIN NOTE: NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL INSURANCE RATE  
MAP PANEL NO. 48209C-0115F, BOTH DATED SEPTEMBER 02, 2005.ENGINEERING BY: Brett R. Pasquarella 3-6-2020BRETT R. PASQUARELLA, P.E., No. 84769  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE,  
AUSTIN, TEXAS 78749STATE OF TEXAS:  
COUNTY OF TRAVIS:I, AARON V. THOMASON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING,  
AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.SURVEYED BY: Aaron V. Thomason 03MAR2020AARON V. THOMASON, R.P.L.S. NO. 6214  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749

CITY OF DRIPPING SPRINGS ADMINISTRATIVE PLAT APPROVAL

THIS PLAT, CALITERRA PHASE THREE, SECTION NINE, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS, AS A FINAL PLAT FOR  
ADMINISTRATIVE APPROVAL PURSUANT TO ORDINANCE 1230.09, AND HAS BEEN FOUND TO COMPLY WITH THE DEVELOPMENT CODE OF ORDINANCES, AND IS HEREBY  
APPROVED ADMINISTRATIVELY.Michelle Fischer  
MICHELLE FISCHER, CITY ADMINISTRATORDATE: 4/2/2020

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM

Chad Gilpin  
CHAD GILPIN, P.E. - CITY ENGINEERDATE: 4-17-20NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER  
SYSTEM. DUE TO DECLINING WATER SUPPLY 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 SOURCE.

NO STRUCTURE OR OTHER DEVELOPMENT IN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

Caitlyn Strickland 4-20-2020  
CAITLYN STRICKLAND, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICESTom Pope 4-20-2020  
TOM POPE, R.S., C.F.M.  
FLOODPLAIN ADMINISTRATORSTATE OF TEXAS }  
COUNTY OF HAYS }I, THE UNDERSIGNED, INTERIM DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES, 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 DRIPPING SPRINGS FOR  
SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.Caitlyn Strickland 4-20-2020  
CAITLYN STRICKLAND, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

DATE: \_\_\_\_\_

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT  
IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 21<sup>st</sup> DAY OF  
April, 2020 A.D., AT 11:00 O'CLOCK A.M. IN THE PLAT RECORDS OF  
HAYS COUNTY, TEXAS, AS DOCUMENT NO. 20015929WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 21<sup>st</sup> DAY OF April, 2020  
A.D.ELAINE HANSON CARDENAS BY: Elaine Hanson Cardenas  
COUNTY CLERK  
HAYS COUNTY, TEXASTHIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD  
INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE  
IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE.  
ON RARE OCCASIONS, GREATER FOODS CAN AND WILL OCCUR, AND FLOOD  
HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR  
SURVEYOR.A SUBDIVISION OF 31.792 ACRES BEING  
CALITERRA PHASE THREE, SECTION NINE, OUT  
OF THE PHILIP A. SMITH SURVEY NUMBER 22,  
ABSTRACT NUMBER 415,  
HAYS COUNTY, TEXAS

SHEET NO. 3 OF 3



## 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 a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020 and December 8, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 23, 2021	N/A

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Alex Villalobos	BECERRA	N/A

#### SUMMARY

See attached resolution.



## **RESOLUTION**

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

**WHEREAS**, the continued spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency preparedness and action; and

**WHEREAS**, the County Judge, considering a Proclamation Declaring Hays County a Local Disaster Area necessary to promote the preservation of public health, and to open avenues for funding, executed such a Resolution on or about March 15, 2020; and

**WHEREAS**, §418.108 of the Texas Government Code provides that the County Judge's Proclamation may not remain in effect in excess of seven (7) days unless consent to continue it or renew it is provided by vote of the Hays County Commissioners Court; and

**WHEREAS**, the Hays County Commissioners Court resolved to continue the County Judge's Proclamation for one hundred and twenty (120) days, on March 16, 2020, once again continued it for sixty-two (62) days on July 14, 2020, and for ninety-one (91) days on September 15, 2020, and for sixty-three (63) days on December 8, 2020;

**WHEREAS**, the Hays County Commissioners Court's continuance of the County Judge's Proclamation will expire after February 16, 2021, unless again continued by the Hays County Commissioners Court; and

**WHEREAS**, the County Judge's Proclamation was, and this Resolution is, declared for the purpose of continuing the measures that must be taken to be prepared for public health needs related to COVID-19, and continuing a collective effort of state and local entities to provide relief;

**NOW, THEREFORE, BE IT RESOLVED** that this Resolution continuing the County Judge's Declaration of Local Disaster executed on or about March 15, 2020, and continued by the Hays County Commissioners Court on March 16, 2020, July 14, 2020, September 15, 2020, and December 8, 2020 is hereby declared and shall continue for a period of not more than seventy (70) days from the Effective Date cited below, unless this local state of disaster is rescinded or continued by subsequent action of the Hays County Commissioners Court.

**RESOLVED, ORDERED, AND DECLARED to be EFFECTIVE the 16<sup>th</sup> day of February, 2021, by the Hays County Commissioners Court.**

---

RUBEN BECERRA  
HAYS COUNTY JUDGE

ATTEST:

---

ELAINE CARDENAS, MBA, PhD  
HAYS COUNTY CLERK

## 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 amended Vaccine Administration Agreement between Hays County and Curative Medical Associates, Inc, for the administration of COVID-19 vaccines.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

N/A - See Agreement

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Crumley

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

This agreement will allow for a flexible approach to the administration of vaccines, as Hays County receives them. Curative Medical Associates, Inc. presented an alternative agreement for execution.



## COVID-19 VACCINE ADMINISTRATION AGREEMENT

This COVID-19 Vaccine Administration Agreement (“Agreement”) is entered into this February 2, 2021 (“Effective Date”), by and between the Hays County, a political subdivision of the State of Texas (hereafter referred to as “County”); and Curative Medical Associates PA (hereafter referred to as “Curative”). Curative and County shall be referred to hereafter individually as a “Party”, and collectively as the “Parties” to this Agreement.

### **I. RECITALS**

A. The purpose of this engagement is for Curative to leverage logistical expertise, mobile vaccination infrastructure and large-scale vaccination site management capacity to assist with County’s vaccination efforts against Novel Coronavirus 2019 (COVID-19).

B. Implementing the policies, procedures, and infrastructure for COVID-19 vaccination is a substantial logistical challenge that the Parties believe can be effectively addressed through public-private collaboration. In regions across the United States, the existing public health infrastructure has variable capacity to implement measures needed to rapidly vaccinate their constituent populations. County has expressed an urgent need for public-private entities to provide assistance with the vaccination effort and to ensure ongoing capacity to respond to COVID-19 in County’s region (“Service Area”).

C. Curative can marshal the logistics experience of its affiliates, Curative Inc. and Curative Labs Inc., gained from coordinating COVID-19 testing with public and private entities across the United States. Curative affiliates have also assisted with the delivery of the influenza vaccination, in support of state and federal public health goals.

D. To achieve this, Curative (through its practitioners) has (a) become a qualified provider in state and county-level systems, (b) can securely report patient information directly into Immunization Registries in full compliance with the Health Insurance Portability and Accountability Act of 1996, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HIPAA”), and (c) has established capacity and is duly qualified to receive and warehouse publicly-allocated doses of COVID-19 vaccines that have received Emergency Use Authorization (EUA) from the FDA (collectively herein, the “COVID-19 Vaccine”), in accordance with the guidelines of the United States Center for Disease Control (CDC), FDA and the vaccine manufacturers.

E. Under this Agreement, Curative will proceed with hiring and operating COVID-19 Vaccine administration teams, including pursuing collaboration with academic institutions and community organizations, and acquiring all equipment necessary to deliver the COVID-19 Vaccine to individuals in the Service Area (“Vaccine Recipients”) and in support of County’s plans for population-scale immunization against COVID-19.

F. The Parties desire to enter into this Agreement whereby Curative shall administer the COVID-19 Vaccine for each of the Vaccine Recipients and seek reimbursement from third-party payers, including the federal government programs or the Vaccine Recipient's health insurer, including for uninsured individuals eligible for payment by other federal or state programs, such as the HRSA COVID-19 Claims Reimbursement Program administered by federal Health Resources and Administration (HRSA) (for purposes hereof, each, a "Payer"),

## **II. TERM AND TERMINATION**

The term of this Agreement shall commence upon the Effective Date and continue for thirty (30) days ("Term") and auto renew for additional Terms, unless terminated as set forth herein. Either Party may terminate this Agreement at any time upon ten (10) days prior written notice to the other Party for any reason. Termination of this Agreement shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this Agreement.

## **III. DESCRIPTION OF THE COVID-19 VACCINE SERVICES**

### **A. CURATIVE RESPONSIBILITIES**

Curative shall perform the following duties under this Agreement (the "Services"):

1. Work with County and County's designees to develop a model for COVID-19 Vaccine administration at fixed sites and at mobile clinics (collectively, "COVID-19 Vaccine Sites").
2. Coordinate and manage COVID-19 Vaccine Sites.
3. Secure from each intended Vaccine Recipient (or parent or legal guardian if the intended Vaccine Recipient is under the age of eighteen (18) years old), a signed informed consent and assignment of benefits, consenting to receive the COVID-19 Vaccine, and assigning to Curative the right to bill and receive payment from the Vaccine Recipient's Payer for the COVID-19 Vaccine.
4. Administer the COVID-19 Vaccine in compliance with applicable state and federal laws and the applicable CDC, FDA and manufacturer guidelines to Vaccine Recipients identified by County (by group or otherwise).
5. Deploy Curative's (or its affiliate's) software platform for scheduling COVID-19 Vaccine clinics and managing patient information.
6. Curative's communication and outreach team will work with County to align messaging and communication efforts regarding this effort.

### **B. COUNTY RESPONSIBILITIES**

County shall perform the following duties under this Agreement:

1. Determine and provide to Curative a prioritization hierarchy for the specific groups and settings to receive the COVID-19 Vaccine within the Service Area.

2. Determine and direct Curative with respect to the allocation of doses of COVID-19 Vaccine for different groups/entities that will receive vaccination within the Service Area.
3. Provide direction to Curative relating to policy, information, and procedural requirements for COVID-19 Vaccine Sites and COVID-19 Vaccine administration.
4. Work with Curative to develop a model for COVID-19 Vaccine administration at COVID-19 Vaccine Sites.
5. Coordinate with and support Curative in administering the COVID-19 Vaccines. .
6. Maintain communications with Curative to address status or needs which arise with the COVID-19 Vaccine administration.
7. Provide support for Curative's application to or integration with public data platforms for County qualification or information reporting.

#### **IV. PAYMENT FOR COVID-19 VACCINATION**

1. Curative shall notify County of any operating costs related to vaccine administration reasonably necessary to support operation under this Agreement. County at its discretion, by independent approval of the Hays County Commissioners Court, may agree to cover a portion of such costs, in which case Curative will maintain a record of all agreed upon expenses and shall invoice County monthly for reimbursement of expenses incurred.
2. Curative will use good faith efforts to bill and receive payment from the Vaccine Recipient's Payer for the COVID-19 Vaccine provided to each Vaccine Recipient, subject to the following:
3. Curative will use reasonable commercial efforts to obtain from each Vaccine Recipient such information and documentation required by the Vaccine Recipient's Payer, and as may be reasonably necessary for Curative's billing and collection function.
4. Curative shall likewise use reasonable commercial efforts to understand and meet applicable Payer rules, regulations, coverage limitations, contractual obligations, or other procedures pertaining to billing and coverage of the COVID-19 Vaccine and to obtain payment from such Payers. Notwithstanding the foregoing, the Parties agree that Curative shall have no obligation to submit a claim for payment to any Payer if Curative reasonably determines that: (A) Curative lacks necessary billing information, (B) the COVID-19 Vaccine is not medically appropriate for the particular intended Vaccine Recipient in accordance with current accepted standards of medical practice and CDC guidelines or other federal and state laws and guidance, or (C) the COVID-19 Vaccine does not otherwise satisfy the applicable Payer coverage requirements.
5. Any payment received by Curative from a Vaccine Recipient's Payer for the COVID-19 Vaccine performed for a Vaccine Recipient shall represent payment in full for all such services for such Vaccine Recipient.

## **V. NOTICES**

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the following persons, identified by position and title, designated as the responsible and authorized representative of the respective Parties for all communications, including required notices, related to the Agreement:

**County: Ruben Becerra, Hays County Judge**

Address: 111 E. San Antonio Street, Suite 300, San Marcos TX 78666

Email: [judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us), with copy to [mark.kennedy@co.hays.tx.us](mailto:mark.kennedy@co.hays.tx.us)

Phone: 512-393-2205

**Curative:**

General Counsel

279 E. Arrow Hwy, San Dimas, CA 91773

Phone: 888-702-9042

## **VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE**

*Warranty:* Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with HIPAA and Curative will use PHI solely for the Services provided for herein and in accordance with each Vaccine Recipient's authorization/consent.

*Limitation of Liability:* Except as otherwise set forth in the Agreement, Curative makes no other warranties, express or implied, with respect to Services and all other warranties are hereby disclaimed. To the maximum extent provided by law, in no event shall either Party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss of profits and/or indirect economic damages whatsoever, costs of cover, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other.

*Indemnity:* To the extent permitted by law, each Party agrees to defend, hold harmless, and indemnify the other and their officers, employees and agents harmless from third party claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services provided under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement. IN NO EVENT SHALL ANY PROVISION IN THIS AGREEMENT BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO CURATIVE UNDER THE PREP ACT (*See* 85 Fed. Reg. 15,198 (March 17, 2020); *see also* Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e), NOR SHALL IT BE CONSTRUED AS A WAIVER OF SOVEREIGN OR OFFICIAL IMMUNITY PROVIDED TO HAYS COUNTY, AS A SUBDIVISION OF THE STATE OF TEXAS.

*Insurance:* Each Party shall be responsible for providing disability, workers' compensation, professional liability or other insurance as well as licenses and permits usual or necessary for performing the services under this Agreement. Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the

minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Curative agrees to furnish upon request with a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

## **VII. CONFIDENTIALITY**

*Confidential Health Information.* The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health Information which is necessary to perform the duties under this Agreement.

*HIPAA/Protected Health Information.* Except as required by law to report certain data pertaining to the COVID-19 Vaccines. In the event that any PHI within the meaning of HIPAA is received by Curative, Curative shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

## **VIII. RECORDS MAINTENANCE**

Curative shall maintain accurate and complete records of its activities and operations and, if legally required, with reasonable advance notice from County, during Curative's normal business hours, shall allow County access to examine or audit these activities and operations. These records shall be maintained by Curative and made available to County during the term of this Agreement and for a period of not less than three years thereafter. If an audit of Curative is conducted by a Federal or State Auditor, Curative shall provide a copy of the report to County within thirty days.

## **IX. RECORDS INSPECTION**

If applicable to Curative and required by law, in accordance with State or Federal law and pursuant to this Agreement, at any time with reasonable advance notice to Curative, during normal business hours and as often as either the County, its designees, the Federal or State government may deem necessary, Curative must make available for examination all of its records with respect to all matters covered by this Agreement. The County, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from

records and other data covered by this Agreement. Curative agrees to provide any reports requested by the County or County regarding performance of this Agreement.

## **X. MISCELLANEOUS**

*Assignment:* Without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, neither Party may assign any of its rights or obligations hereunder. Notwithstanding anything to the contrary herein contained, either Party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning Party from its obligations hereunder. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the Parties hereto.

*Entire Agreement:* This Agreement, including Exhibits, contains the entire understanding between County and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

*Choice of Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in Hays County, Texas.

*Waiver:* The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

*Severability:* It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

*Non-Exclusive Arrangement:* Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on County's ability to use other providers and that County does not guarantee any minimum volume of Vaccine Recipients for Services under this Agreement.

*Relationship of the Parties:* Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party is an agent of the other and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

*Force Majeure:* Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the

control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics (including COVID-19), strikes or freight embargo. Written notice of a Party's failure or delay in performance due to force majeure must be given to the other Party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

*Section Headings:* Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

*Execution in Counterparts:* This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

*Third Parties.* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it.

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

COUNTY

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

ATTEST: \_\_\_\_\_  
Elaine Cardenas, MBA, PhD

CURATIVE MEDICAL ASSOCIATES PA

\_\_\_\_\_  
Dr. Tyler Evans, 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 action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and Comal County for Jail Services related to the housing and care of Hays County inmates.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

\$65/inmate/day

#### LINE ITEM NUMBER

001-618-03.5361

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CUTLER

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

See attached material. This Agreement will be utilized to house the overflow of Hays County inmates on an as-needed basis. Comal County will provide for the health and safety of Hays County inmates at the rate of \$65 per inmate per day.



§

§

COUNTY OF COMAL

§

# INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND COMAL COUNTY FOR JAIL SERVICES

This Interlocal Agreement is entered into by and between Comal County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as “Comal,” and Hays County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as “Hays.”

**WITNESSETH**

**WHEREAS**, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, Comal and Hays are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Comal and Hays specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**NOW THEREFORE**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

**ARTICLE I**  
**TERM AND EFFECTIVE DATE**

1. **TERM:** This Agreement shall be effective as of the date last signed below and shall be effective through **September 30, 2021**.
2. **RENEWAL:** This Agreement shall automatically renew each October 1, for one year terms subject to the same terms and conditions and provided Hays certifies current fiscal funds as available for the renewal. Comal shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION:**
  - A. This Agreement may be terminated without cause at any time at the option of either Comal or Hays upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
  - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by Comal impracticable or impossible, such as severe

damage or destruction of Comal's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Hays's inmates.

## **ARTICLE II**

### **DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, Comal shall provide the following necessary and appropriate services for Hays to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** Comal shall provide housing and food to inmates presented by Hays County who meet the following minimum criteria (as determined by the Comal County Sheriff or his designee):
  - A. Inmate must be at least eighteen (18) years of age;
  - B. Inmate must be of good general health; and
  - C. Inmate with serious institutional behavior history (as defined by the Comal County disciplinary plan approved by the Texas Commission on Jail Standards) in the last ninety (90) days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** Comal will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Comal will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by Comal or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of Comal's facility or by other than Comal facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. Hays shall reimburse Comal the amount spent for medical services of all Hays inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** Hays Sheriff or designee shall be informed of any Hays inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than one (1) working day). Comal will assist Hays to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. Hays may elect to retake and return to Hays's physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides Comal with the authority to arrange for the off-site provider to bill Hays for the costs of hospitalization and/or medical care for any Hays inmate. In the event direct billing is unavailable, Hays shall reimburse Comal in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** Hays agrees to provide Comal with a copy of each inmate's Uniform Health Status Form and any other medical, dental and mental health record(s) for the purposes of continuity of care. Comal agrees to maintain a confidential record of the health care of each inmate. Hays shall ensure that these records are provided no less than 24 hours

prior to the inmate's arrival at the Comal County Jail. A copy of each inmate's record shall be returned to Hays at the time each Hays inmate is returned.

7. **MEDICAL INVOICES:** Hays shall reimburse Comal monthly for health care services and associated expenses for which Hays is responsible under this section. Comal shall provide Hays with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from Hays, Comal will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** Comal agrees to allow periodic inspections of the facilities by Hays law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to Hays upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** Hays is solely responsible for the transportation of inmates between the Comal County Jail and the Hays Facility. Comal agrees to provide ambulance and other transportation for Hays inmates to and from local off-site medical facilities and will invoice Hays in accordance with Article 2, Section 7.
11. **COURT APPEARANCES:** Hays shall be responsible for the transportation of Hays inmates to/from Comal County Jail. Hays will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in Hays's county.
12. **TRANSPORTATION TO TDCJ:** Hays is responsible for the transport of Hays's inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** Comal will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$40 per hour/per guard (minimum two guards per transport). Comal shall provide Hays with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Comal's facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** Comal shall provide the detention services described herein at the Comal County Jail located in New Braunfels, Texas.
16. **ADMITTING AND RELEASING:** Hays shall, to the best of their ability, provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the Comal County Jail. Comal shall be responsible for the admitting and releasing of inmates placed in Comal's facility. Comal will maintain records of all such transactions in a manner agreed upon by Comal and Hays and provide such records to Hays upon request.
17. **RETURN OF INMATES TO HAYS:** Upon demand by Hays, Comal will relinquish to Hays physical custody of any inmate. Upon request by Comal, Hays will resume custody of any inmate so requested within two (2) calendar days, or unless both parties agree upon a different time.

**ARTICLE III**  
**FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Hays may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Comal will bill Hays for the day of arrival, but not for the day of departure.
2. **BILLING PROCEDURE:** Comal shall submit an itemized invoice for the services provided each month to Hays, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of Hays. Hays will make payment to Comal within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Comal County, Texas and will be remitted to:

Comal County Treasurer  
150 N. Seguin Ave., Suite 201  
New Braunfels, Texas 78130

3. **UNTIMELY PAYMENT:** Amounts which are not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of Hays under this Agreement. Hays further agrees that Comal will be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

**ARTICLE IV**  
**ACCEPTANCE OF IMATES**

1. **COMPLIANCE WITH LAW:** Comal warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing Hays inmates under this Agreement. Nothing herein will create any obligation upon Comal to house Hays inmates where the housing of said Hays inmates will, in the opinion of Comal Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Comal County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Comal Sheriff determines that a condition exists at Comal's facility necessitating the removal of Hays inmates, or any specified number thereof, Hays shall, upon notice by Comal Sheriff to Hays Sheriff, immediately remove said inmates from the facility. Hays will make every effort to remove any inmate within eight (8) hours of notice from Comal.
2. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of Hays eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the Hays jail and pursuant to the custody assessment system in place at Comal's facility.

3. **CLASSIFICATION:** All inmates proposed by Hays to be transferred to Comal's facility under this Agreement must meet the eligibility requirement set forth above. Comal reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Comal's facility, Comal reserves the right to demand that Hays remove that inmate and, if possible, replace said inmate with an appropriate inmate of Hays.
4. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Comal reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to Comal facility, and Hays shall cooperate with and provide information requested regarding any inmate by Comal Sheriff. Comal reserves the right to refuse acceptance of any inmate of Hays. Likewise, if any Hays inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Comal Sheriff makes the inmate unacceptable for continued incarceration in Comal's facility in the opinion of Comal Sheriff, Hays will be requested to remove said inmate from Comal's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of Comal Sheriff. Inmates may also be required to be removed from Comal's facility when their classification changes for any purpose, including long-term medical segregation.
5. **INMATE SENTENCES:** Comal will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Comal will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of Hays. It will be the responsibility of Hays to notify Comal of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. Comal will release inmates of Hays only when such release is specifically requested in writing by Hays's Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Comal to return inmates to the Hays Jail shortly before the discharge date and for Hays to discharge the inmate from the Hays Jail. Hays accepts all responsibility for the calculations and determinations set forth above and for providing Comal notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Comal from all liability or expenses of any kind arising there from. Hays is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.
6. **BONDING / RELEASE:** All inmates held for Hays will be required to bond in Hays County. Hays County will then send Comal a TTY stating that the inmate has been bonded and Hays will transport back to their facility for release.

**ARTICLE V**  
**MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To **Comal:** Comal County  
ATTN: County Judge  
150 N. Seguin Ave.  
New Braunfels, Texas 78130

Copy to: Comal County  
Attn: Sheriff  
3005 W. San Antonio Street  
New Braunfels, Texas 78130

To **Hays:** Hays County  
Attn: County Judge  
111 E San Antonio St., Suite 300  
San Marcos, Texas 78666

Copy to: Hays County  
Attn.: Sheriff  
1307 Uhland Rd.  
San Marcos, Texas 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will

not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. **LIABILITY:** This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.
9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act.
10. **FUNDING SOURCE:** Hays must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. Hays certifies that it has sufficient money available as evidenced by the issuance of a purchase order by the Hays County Purchasing Agent to meet its obligations under this Agreement.
11. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

*THE REMAINDER OF THIS PAGE WAS  
INTENTIONALLY LEFT BLANK.*

*EXECUTION PAGE FOLLOWS*

**ARTICLE VI.**  
**EXECUTION**

**IN TESTIMONY AND WITNESS OF WHICH** this Agreement has been executed in duplicate originals as follows:

**COMAL COUNTY, TEXAS:**

\_\_\_\_\_  
Sherman Krause, Comal County Judge

Date: \_\_\_\_\_

**Reviewed:**

\_\_\_\_\_  
Mark Reynolds, Comal County Sheriff

**HAYS COUNTY, TEXAS:**

\_\_\_\_\_  
Ruben Becerra, Hays County Judge

Date: \_\_\_\_\_

**Reviewed:**

\_\_\_\_\_  
Gary Cutler, Hays County Sheriff

ATTEST:

\_\_\_\_\_  
Bobbie Koepp, County Clerk

ATTEST:

\_\_\_\_\_  
Elaine Cardenas, County Clerk



## 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 execution of a \$2,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2021 related to Indigent health care costs.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	February 23, 2021	\$2,000,000

#### LINE ITEM NUMBER

120-675-00.5801

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Shell	SHELL	N/A

#### SUMMARY

Dedicated funds are budgeted each year to be used for payments to CSRSM associated with providing indigent health care through the 1115 waiver and the Indigent Program at the Live Oak Community Clinic. The Letter of Agreement authorizes the transfer of budgeted funds.

Attachment: CSRSM Letter of Agreement

**LETTER OF AGREEMENT**  
**BETWEEN**  
**HAYS COUNTY AND CHRISTUS SANTA ROSA HOSPITAL-SAN MARCOS**

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and CHRISTUS Santa Rosa Hospital-San Marcos (**CSRSM**) to ensure CSRSM's provision of high-quality health care to the residents of the County who are eligible for benefits for the County's' Fiscal Year 2021 budget period.

To enhance the health care available in the County, CSRSM provides hospital care to Indigent Residents at CSRSM at no cost to the patient. Additionally, CSRSM provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CSRSM's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CSRSM shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CSRSM's provision of Indigent Health Services, the County will pay to CSRSM two million dollars (\$2,000,000) (the **Payment**).

**CHRISTUS Santa Rosa Hospital -San Marcos**

**Hays County**

\_\_\_\_\_  
Thomas McKinney, President

\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Parker, Regional COO/CFO

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
County Clerk

## 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 execute a Contract Amendment with Tyler Technologies, Inc. for the New World Public Safety Computer Aided Dispatch (CAD) Software Program for Texas State University as part of the Combined Emergency Communication Center (CECC).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 23, 2021	\$147,711

#### LINE ITEM NUMBER

001-680-00.5718\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	SHELL	N/A

#### SUMMARY

On December 8, 2020 the Commissioners Court authorized an Interlocal Agreement with municipalities and Texas State University related to operations and maintenance for the Combined Emergency Communication Center. This contract amendment is for the licensing, configuration, and training required to have Texas State operational in the CECC. The total contract cost is \$147,711, for a two-year period. The FY21 commitment of \$73,855.50 was budgeted during the FY21 budget process.

Attachment: Tyler Technology Contract Amendment  
Sourcewell Contract #110515-TTI



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Hays County, with offices at 1307 Uhland Road, San Marcos, TX 78666 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of February 18, 2009 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. Tyler Software; Tyler Services, Third Party Software, and; Travel and Living Expenses will be invoiced as follows:
    - i. \$73,855.50 on the Amendment Effective Date, and;
    - ii. \$73,855.50 one (1) year from the Amendment Effective Date.
  - b. Associated maintenance and support fees (including Esri and Embedded Third Party Software) will be waived one (1) year from the Amendment Effective Date. Year 2 maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the first anniversary of the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Hays County, TX

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bryan Proctor

Name: \_\_\_\_\_

Title: President, Public Safety Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Eric Burrell  
 Date: 5/14/2020  
 Quote Expiration: 5/29/2020  
 Quote Name: Texas State University - NWPS CAD Records Mobile  
 Quote Number: 2020-31131-3  
 Quote Description: Add on to Hays County

### Sales Quotation For

Hays County Sheriff  
 1307 Uhland Rd  
 Hays County Law Enforcement  
 San Marcos , TX 78666-8217  
 Phone: +1 (512) 393-7878

### Tyler Software

Description	License	Discount	License Total	Year One Maintenance
<b>Mobile</b>				
LE Field Reporting (Federal Standard) ( 19 )	\$7,600	\$1,140	\$6,460	\$1,357
Field Investigation Field Reporting (1 form) ( 19 )	\$1,900	\$285	\$1,615	\$339
Demographic Profiling Questionnaire ( 19 )	\$1,425	\$209	\$1,216	\$255
Law Enforcement Mobile Site License ( 50 )	\$27,500	\$4,150	\$23,350	\$4,904
ShieldForce LE Dispatch				
LE Dispatch/Messaging/State/NCIC				
Drivers License Mag Stripe Reader/Barcode Reader Interface				
Mugshot Image Download				
LE In-Car Mapping / AVL				
LE In-Car Routing				
<b>Other Software</b>				
CAD License Upgrade	\$45,000	\$6,750	\$38,250	\$8,033
Records License Upgrade	\$60,000	\$9,000	\$51,000	\$10,710
<i>Sub-Total:</i>	<i>\$143,425</i>	<i>\$21,534</i>	<i>\$121,891</i>	<i>\$25,598</i>
<i>Less Discount:</i>	<i>\$21,534</i>			<i>\$25,598</i>
<b>TOTAL:</b>	<b>\$121,891</b>		<b>\$121,891</b>	<b>\$0</b>

### Services

Description	Quantity	Unit Price	Discount	Total
-------------	----------	------------	----------	-------

2020-31131-3 - Add on to Hays County

CONFIDENTIAL

1 of 4

Project Management	1	\$1,760	\$0	\$1,760
Ticket Writer Interface (supports Brazos)	1	\$0	\$0	\$0
CAD Configuration (Remote)	1	\$1,160	\$0	\$1,160
CAD Train the Trainer	1	\$4,350	\$0	\$4,350
LERMS Configuration (Remote)	1	\$2,320	\$0	\$2,320
Mobile Configuration (Remote)	1	\$3,480	\$0	\$3,480
E-911 Interface Installation Fee	1	\$3,000	\$0	\$3,000
NCIC Installation	1	\$3,000	\$0	\$3,000
<b>TOTAL:</b>				<b>\$19,070</b>

### Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Esri Mobile In-Car Mapping and Routing unit(s)	19	\$250	\$4,750	\$53	\$998
<i>3rd Party Hardware Sub-Total:</i>			\$0		\$0
<i>3rd Party Software Sub-Total:</i>			\$4,750		\$998
<i><u>Less Discount:</u></i>					<i><u>\$998</u></i>
<b>TOTAL:</b>			<b>\$4,750</b>		<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$121,891	\$25,598
Total Annual Fees		\$0
Total Tyler Services	\$19,070	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$4,750	\$998
Travel and Living Expenses	\$2,000	
<b>Summary Total</b>	<b>\$147,711</b>	<b>\$26,596</b>

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

GIS Implementation and Training is not included in the scope of this project.

Hays County will provide Go-Live Support to Texas State University.





## **Exhibit 2**

### **Professional Services**

#### **1. Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
  - a project review (kickoff) meeting at your location
  - progress status meeting(s) during implementation via telephone conference or at your location; and
  - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

#### **2. Implementation and Training Support Services**

Implementation and training support services have been allocated for this project as described in the Amendment Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff, if applicable.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

#### **3. Interface and/or Fixed Installation Services**

We shall provide interface and/or fixed installation services as described in the Amendment Investment 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

Discussion and possible action to approve the selection of Halff Associates for the performance of storm water facilities analysis and design on or near property owned by Hays County along Cape Road, in Precinct 1; and to authorize staff and Counsel to negotiate a contract.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

February 23, 2021

#### 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

Hiring Halff Associates will enable Hays County to collaborate with the City of San Marcos to develop a storm water plan between Highway 123 and the San Marcos River.

## 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 granting a variance from section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities and allow issuance of development permits to the owner of 111 Indian Springs Trace, Dripping Springs, TX 78620.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

February 23, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

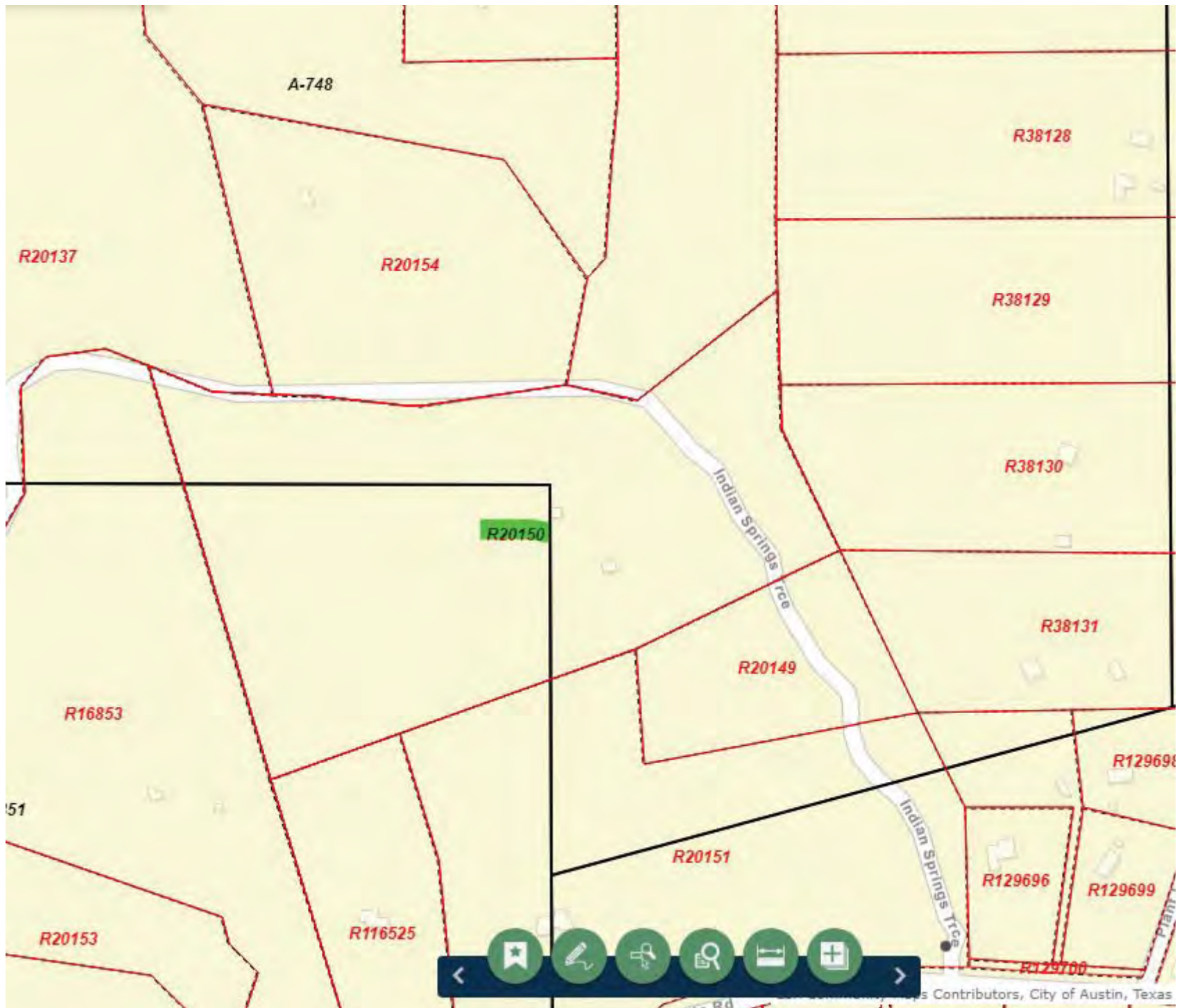
SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The property owner of the 10.00 parcel located along Indian Springs Trace in Precinct 4 has submitted an application for an On-Site Sewage Facility to Hays County Development Services to replace a failing system. Proposed water service will be provided by individual wells. The owner is requesting a variance to Section 10. W. 1. of the Hays County Rules for On-Site Sewage Facilities which specify that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development Regulations." Justification for the variance request is to allow for the construction to commence. A Notice of Approval for the proposed on-site sewage facility will not be issued until the property is brought into compliance with the current Development Regulations.



## 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 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located along or near Clovis Barker Rd, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

February 23, 2021

#### 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

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 Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	February 23, 2021	N/A

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	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 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

February 23, 2021

#### 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.