

**Commissioners Court April 13, 2021  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13<sup>th</sup> day of April 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	5-6	Adopt a proclamation recognizing April 11-17, 2021 as National Telecommunicators Week. <b>INGALSBE/CUTLER</b>
2	7	Presentation by the Hays County Child Protective Board (HCCPB) regarding the opening of the Remme Rainbow Room in December 2020. <b>INGALSBE</b>
3	8	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.

4	9	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
5	10	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
6	11-21	Approve Commissioners Court Minutes of March 30, 2021. <b>BECERRA/CARDENAS</b>
7	22	Approve the payment of the April 15, 2021 payroll disbursements in an amount not to exceed \$3,110,000.00 effective April 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
8	23	Authorize the Jail to utilize savings within the Office of the Governor Criminal Justice Division, Coronavirus Grant for PPE Supplies and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
9	24-30	Ratify the submission of a grant application to the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support. <b>BECERRA/T.CRUMLEY</b>
10	31	Authorize On-Site Sewage Facility Permit for 11 RV spaces & 6 park model RV spaces located at the Hillside Terrace RV Park - East Phase North Zone located at 680 Hillside Terrace, Buda, Texas 78610. <b>JONES/PACHECO</b>
11	32	Authorize On-Site Sewage Facility Permit for 30 RV spaces for the Hillside Terrace RV Park - West Phase North Zone located at 680 Hillside Terrace, Buda, Texas 78610. <b>JONES/PACHECO</b>
12	33-39	Authorize the Hays County Office of Emergency Services to lease a 2022 Ford F-350 XL 4x4 Crew Cab with standard and aftermarket options and amend the budget accordingly. <b>BECERRA/MIKE JONES</b>
13	40	Authorize On-Site Sewage Facility Permit for convenience store at 2709 E FM 150, Kyle, Texas 78640. <b>INGALSBE/PACHECO</b>
14	41-57	Authorize the execution of Amendment NO. 5 with the Department of State Health Services (DSHS) for the FY2022 Public Health Emergency Preparedness (PHEP) grant program in the amount of \$126,721.00. <b>BECERRA/T.CRUMLEY</b>
15	58	Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$18,929.00 were received. <b>INGALSBE/CUTLER</b>

16	59	Approve out of state travel for Sergeant Juan Villarreal, Corporal Benjamin Gieselman, and Deputy Adam Krueger to attend the FEMA Field Force Operations and Bombing Prevention Awareness Course on May 10-15, 2021 in Anniston, Alabama. <b>INGALSBE/CUTLER</b>
17	60	Ratify the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
18	61	Ratify the acceptance of a \$375.00 donation to the Sheriff's Office Community Outreach Division and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
19	62	Authorize the Sheriff's Office Jail Division to use existing funds to purchase a safety cage ladder valued at \$3,863.00 and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
20	63	Authorize the Sheriff's Office Jail Division to use existing funds to purchase a sewer video camera valued at \$840.00 and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
21	64	Authorize the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the FY2020 funding under the State Criminal Alien Assistance Program (SCAAP). <b>BECERRA/T.CRUMLEY/CUTLER</b>
22	65-66	Adopt and authorize the County Judge to sign a Resolution for submission of a grant application to the Texas Department of Agriculture, Texas Community Development Block Grant Program (TxCDBG) for water system improvements within the Cedar Oaks Mesa Water Supply Corporation service area. <b>SHELL/T.CRUMLEY</b>
23	67-71	Adopt and authorize the County Judge to sign a Resolution and enter into an Interlocal Agreement with the Cedar Oak Mesa Water Supply Corporation for submission of a grant application to the Texas Department of Agriculture, Texas Community Development Block Grant Program for funding and implementing water system improvements. <b>SHELL/T.CRUMLEY</b>
24	72-84	Authorize the execution of Amendment NO. 2 with the Department of State Health Services (DSHS) for the FY22/23 Emerging and Acute Infections Disease (IDCU/SUR) grant program in the amount of \$330,000.00. <b>BECERRA/T.CRUMLEY</b>
25	85-90	Authorize the Human Resources Department to purchase one Dell Latitude 5520 with accessories for the Communications Manager and amend the budget accordingly. <b>SHELL/MILLER</b>
26	91-96	Authorize the Sheriff's Office to replace one Dell Precision 3640 Computer valued at \$1,227.32 for the Dispatch Division and amend the budget accordingly. <b>INGALSBE/CUTLER</b>
27	97-104	Accept the delivery of the Constable Precinct 3 Internal Examination Report. <b>VILLARREAL-ALONZO</b>
28	105-107	Authorize payment of \$12,342.90 to Texas Critical Systems for work performed at the Five Mile Dam facilities and amend the budget accordingly. <b>SMITH/KENNEDY</b>
29	108	Authorize payment to Enterprise FM Trust in the amount of \$43,681.77 for Constable Pct. 1, Pct. 2 & Pct. 4 related to vehicle equipment in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly. <b>INGALSBE/JONES/PETERSON/TORRES/HOOD</b>
30	109-145	Approve specifications for RFP 2021-P02 Emergency Rental Assistance Program - Administrative Services and authorize Purchasing to solicit for proposals and advertise. <b>BECERRA/MIKE JONES</b>

## ACTION ITEMS

## ROADS

31	146-151	Discussion and possible action to approve Amendment # 2 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 12 and RM 3237 Intersection Improvement project and authorize the County Judge to execute the Advance Funding Agreement Amendment # 2 on behalf of Hays County. <b>SHELL/BORCHERDING</b>
32	152-169	Discussion and possible action to approve the Advance Funding Agreement for Locally Funded Transportation Project On-System (RM 12 at Jacobs Well Rd.) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County. <b>SHELL/BORCHERDING</b>
33	170	Discussion and possible action to consider the release of the maintenance bond #PB03016800239 in the amount of \$131,119.00 and the acceptance of roads into the county road maintenance system for Sunfield subdivision, Phase 3, Section 3. <b>JONES/BORCHERDING</b>
34	171-177	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release the subdivision bond #41420699 in the amount of \$1,028,339.75, and accept the 2-year maintenance bond #118578F in the amount of \$94,122.95 for the Trails at Windy Hill subdivision, Phase 2. <b>JONES/BORCHERDING</b>
35	178-191	Discussion and possible action to authorize the County Judge to execute a Contract Amendment No. 1 to the Contract between Hays County and Pape-Dawson Engineers, Inc to provide construction engineering, inspection & testing (CE&I) services related to Hays County Road Improvement Projects on an as-needed basis. <b>SMITH/BORCHERDING</b>

36	192-194	Discussion and possible action to authorize the County Judge to execute Change Order No. 5 for a time extension to a Professional Service Agreement between Hays County and M&S Engineering, LLC for the Low Water Crossings, Precinct 4 (Bear Creek Pass/Sycamore Creek Road) project as part of the 2016 Road Bond Program. <b>SMITH/BORCHERDING</b>
37	195-198	Discussion and possible action to authorize the County Judge to execute Change Order No. 11 to the Construction Contract between Hays County and Sterling Delaware Holding Company (Texas Sterling) for the FM 1626 South project as part of the Hays County-TxDOT Pass-Through Finance Program. <b>JONES/BORCHERDING</b>
38	199-208	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$1,312,418.44 for Sunset Oaks, Section 4, Phase 1A Subdivision (Bond #0722785). <b>INGALSBE/BORCHERDING</b>
39	209-215	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$1,197,784.00 for Sunset Oaks, Section 4, Phase 1B Subdivision (Bond #0797172). <b>INGALSBE/BORCHERDING</b>
40	216-218	Discussion and possible action to authorize the County Judge to execute the Fourth Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews & Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. <b>INGALSBE/JONES/BORCHERDING</b>

### MISCELLANEOUS

41	219	Discussion and possible action to amend the Countywide Operations Department budget to pay for expenses related to the COVID-19 vaccination clinics in the amount of \$20,000 and amend the budget accordingly. <b>BECERRA/T.CRUMLEY</b>
42	220-236	Discussion and possible action to receive and accept the Revised Bylaws of the Hays County Historical Commission (HCHC). <b>INGALSBE/K.JOHNSON</b>
43	237	Discussion and Possible Action to Authorize On-Site Sewage System Permit for the Hillside Terrace RV Park - East Phase South Zone and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610. <b>JONES/PACHECO</b>
44	238	Discussion and Possible Action to Authorize On-Site Sewage System Permit for the Hillside Terrace RV Park - West Phase House Zone and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610. <b>JONES/PACHECO</b>
45	239	Discussion and Possible Action to Authorize On-Site Sewage System Permit for the Hillside Terrace RV Park - West Phase South Zone and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610. <b>JONES/PACHECO</b>
46	240-241	Discussion and possible action to adopt a resolution in support of legislation redefining boundaries of Anthem Municipal Utility District. <b>JONES</b>
47	242-243	Discussion and possible action to accept a Proposal from SI Mechanical, LLC for installation of a new Backflow System at the Juvenile Detention Center and amend the budget accordingly. <b>INGALSBE/LITTLEJOHN</b>
48	244-329	Discussion and possible action to adopt Hays County Employee Personnel Policy revisions. <b>INGALSBE/MILLER</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.

49	330	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along Creek Road in Pct 4. Possible action may follow in open court. <b>SMITH</b>
50	331	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Treasurer's Office. Possible discussion and/or action may follow in open court. <b>BECERRA</b>
51	332	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 the Hays County Development Services Director position. Possible discussion and/or action may follow in open Court. <b>BECERRA</b>

52	333	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Office of General Counsel. Possible discussion and/or action may follow in open court. <b>SMITH</b>
53	334	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 Outlook and Project Valkyrie. Possible discussion and/or action may follow in open Court. <b>BECERRA</b>
54	335	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. <b>BECERRA</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.

55	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
56	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
57	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>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9<sup>th</sup> day of April, 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

Adopt a proclamation recognizing April 11-17, 2021 as National Telecommunicators Week.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

April 13, 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

CUTLER

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Please refer to attached proclamation.



**PROCLAMATION RECOGNIZING APRIL 11-17, 2021 AS  
NATIONAL TELECOMMUNICATORS WEEK**

**WHEREAS**, emergencies can occur at anytime that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, Public Safety Dispatchers are the first contact our residents have with emergency services. They provide steady guidance and support in a caller's most frantic and panicked moments; and

**WHEREAS**, Public Safety Dispatchers are the a vital link for our police officers and firefighters by monitoring their activities, providing them information and insuring their safety; and

**WHEREAS**, Public Safety Dispatchers are more than a calm and reassuring voice at the other end of the phone, they are the "unseen first responders." They are knowledgeable and highly trained individuals who work closely with other police, fire, and medical personnel; and

**WHEREAS**, Public Safety Dispatchers of Hays County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, dedication and professionalism during the performance of their job in the past year; and

**WHEREAS**, Public Safety Dispatchers serve the public in countless ways without recognition by the beneficiaries of their services.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim April 11-17, 2021 as

**National Telecommunicator Week**

**ADOPTED THIS THE 13th DAY OF APRIL 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. 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

Presentation by the Hays County Child Protective Board (HCCPB) regarding the opening of the Remme Rainbow Room in December 2020.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Ingalsbe

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The Rainbow Room specifically addresses the special emergency needs of Hays County CPS children and families. Supplies available at the facility will assist foster, relative, fictive, and adoptive families in providing a safe home for children in CPS substitute care. Cooperation between the Community, the County and the State on this project enhances service to Hays County Child Protective Services children and families.

## 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

April 13, 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

April 13, 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

April 13, 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 March 30, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 13, 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

Minutes sent separately to the Court.



MARCH 30, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 30<sup>th</sup> DAY OF MARCH 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  
DEBBIE GONZALES INGALSBE  
MARK JONES  
LON A. SHELL  
WALT SMITH  
ELAINE H. CÁRDENAS

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

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

#### THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Josh Murillo of San Marcos Seventh-day Adventist Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

#### PUBLIC COMMENTS

Rodrigo Amaya made public comments regarding Judge Millie Thompson, Constable Ron Hood, General Counsel, the court room decorum, and Commissioner Smith. Dan Lyon made public comments against the Hays County Appraisal District, the Sheriff's Office, and the Commissioners. Eric Martinez made a public comment in favor of a Public Defenders initiative. Mike Lee made a public comment on behalf of Counsel of First Appearance (COFA) and Mano Amiga advocacy group in support of the public defender efforts.

#### RECOGNITION OF CHIEF ENVIRONMENTAL HEALTH SPECIALIST/FLOODPLAIN ADMINISTRATOR TOM POPE FOR HIS 36 YEARS OF SERVICE TO HAYS COUNTY.

Marcus Pacheco, Interim Director of Development Services, stated that Tom Pope will be retiring on March 31<sup>st</sup>, 2021. He thanked him for his constant service to the county and the citizens. Eric Vangaasbeek, Development Services, stated that he has worked with Tom Pope for 11 years, and that he is a great mentor and friend. Clint Garza, former Director of Development Services, stated that Tom Pope has been a dedicated public servant, and has made an impact on many of the people he has met. The court took time to recognize Tom Pope. They shared stories of instances when Mr. Pope went above and beyond to resolve issues, and the relief they felt knowing that he was handling some of the most difficult situations. The court thanked Mr. Pope for his years of service and congratulated him on his retirement. No action was taken.

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

Mike Jones, Director of Emergency Services, gave the court an update. He thanked the Wimberley First Baptist Church for all they have done to assist with vaccination distributions. He stated there will be second dose clinics at Live Oak and the Performing Arts Center. No action was taken.

#### 36221 APPROVE PAYMENTS OF COUNTY INVOICES.

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

#### 36222 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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





MARCH 30, 2021

**36223 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 23, 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of March 23, 2021. All present voted "Aye." MOTION PASSED.

**36224 APPROVE THE PAYMENT OF THE MARCH 31, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,975,000.00 EFFECTIVE MARCH 31, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the March 31, 2021 payroll disbursements in an amount not to exceed \$3,975,000.00 effective March 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**36225 AUTHORIZE THE ACCEPTANCE OF THE TEXAS INDIGENT DEFENSE COMMISSION FY21 FORMULA GRANT PROGRAM IN THE AMOUNT OF \$140,485.00.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of the Texas Indigent Defense Commission FY21 Formula Grant Program in the amount of \$140,485.00. All present voted "Aye." MOTION PASSED.

**36226 AUTHORIZE THE BUILDING MAINTENANCE DEPARTMENT TO MAKE NEEDED REPAIRS IN THE AMOUNT OF \$51,998 TO THE KYLE WIC BUILDING THAT WAS DAMAGED DUE TO BROKEN WATER LINES CAUSED BY THE RECENT WINTER STORM AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Building Maintenance Department to make needed repairs in the amount of \$51,998 to the Kyle WIC building that was damaged due to broken water lines caused by the recent winter storm and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36227 AUTHORIZE PAYMENT TO GT DISTRIBUTOR IN THE AMOUNT OF \$529.98 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE COUNTY PURCHASING POLICY.**

Rodrigo Amaya made public comments regarding no purchase order issued, the Commissioners, and law enforcement. Commissioner Smith stated two motor officers needed jackets. He noted under the collective bargaining agreement there were allotments made for uniforms and ancillary equipment. He stated the Constables are trying to workout an agreement which would make it easier for the Auditor's Office to categorize the items correctly. The policy should be set in the next week or two. This item is coming out of the constable's budget and not requesting additional funds. Commissioner Shell noted the court has had several items, like this one, come to court for approval. He urged department heads and elected officials to meet with the Purchasing office before they make an emergency purchase. Marisol Villarreal-Alonzo, Auditor, stated that if there is not specific direction as far as what constitutes as a uniform, then her office would need approval from the court. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to GT distributor in the amount of \$529.98 in which no purchase order was issued as required per the county purchasing policy. All present voted "Aye." MOTION PASSED.

**36228 AUTHORIZE PAYMENT TO ON SITE SERVICES IN THE AMOUNT OF \$575.00 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to On Site Services in the amount of \$575.00 in which no purchase order was issued as required per the County Purchasing Policy. All present voted "Aye." MOTION PASSED.

**36229 RATIFY THE ACCEPTANCE OF A 2009 CHEVROLET G-4500 AMBULANCE VALUED AT \$50,000.00 TO THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY.**



MARCH 30, 2021

Rodrigo Amaya made a public comment against this item. Mark Kennedy, General Counsel, requested the court set a value for the donated item. Marisol Villarreal-Alonzo, Auditor, stated this item would be valued at the fair market value by the Purchasing manager. Commissioner Shell stated he would amend his motion to include that stipulation. A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the acceptance of a 2009 Chevrolet G-4500 Ambulance valued at \$50,000.00 to the Sheriff's Office and amend the budget accordingly upon final approval of the Auditor's office for the value of the donation. All present voted "Aye." MOTION PASSED.

**36230      AUTHORIZE THE JUVENILE DETENTION CENTER TO ACCEPT A GRANT AWARD FROM TEXAS STATE UNIVERSITY RELATED TO THE HISET GED PROGRAM AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Juvenile Detention Center to accept a grant award from Texas State University related to the HISET GED Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36231      AUTHORIZE THE COUNTY TREASURER TO PURCHASE A REPLACEMENT DELL OPTIPLEX 7080 COMPUTER VALUED AT \$933.90 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to Authorize the County Treasurer to purchase a replacement Dell OptiPlex 7080 computer valued at \$933.90 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36232      AUTHORIZE THE COUNTY AUDITOR TO PURCHASE A REPLACEMENT DELL OPTIPLEX 7080 COMPUTER VALUED AT \$933.90 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Auditor to purchase a replacement Dell OptiPlex 7080 computer valued at \$933.90 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36233      AUTHORIZE THE JUSTICE OF THE PEACE, PRECINCT 1-2 TO TEMPORARILY INCREASE HOURS FOR PART-TIME JUSTICE CLERK, SLOT 0855-021 FROM 20 HOURS PER WEEK TO 30 HOURS PER WEEK EFFECTIVE APRIL 1, 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Justice of the Peace, Precinct 1-2 to temporarily increase hours for part-time Justice Clerk, slot 0855-021 from 20 hours per week to 30 hours per week effective April 1, 2021. All present voted "Aye." MOTION PASSED.

**36234      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ADDENDUM TO THE MASTER SERVICE AGREEMENT AND LEASE PRODUCT SCHEDULE WITH RICOH USA, INC. TO REMOVE THE RICOH COPIER LOCATED IN THE LAW LIBRARY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an addendum to the Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. to remove the Ricoh copier located in the Law Library. All present voted "Aye." MOTION PASSED.

**36235      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH PBS OF TEXAS RELATED TO COUNTYWIDE JANITORIAL SERVICES PURSUANT TO RFP 2020-P02.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment with PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02. All present voted "Aye." MOTION PASSED.



\*\*\*\*\*

MARCH 30, 2021

**36236 APPROVE SPECIFICATIONS FOR IFB 2021-B08 RM 12 AT WINTERS MILL PARKWAY AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2021-B08 RM 12 at Winters Mill Parkway and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**36237 RELEASE OF THE REVEGETATION BOND #70187175 IN THE AMOUNT OF \$103,669.80 FOR HEADWATERS AT BARTON CREEK SUBDIVISION, PHASE 2, AND PHASE 4, SECTION 1.**

Commissioner Smith stated this is a release of a revegetation bond, the minimum criteria have been met, and there is full staff recommendation. A motion was made by Commissioner Smith, seconded by Commissioner Shell to release of the revegetation bond #70187175 in the amount of \$103,669.80 for Headwaters at Barton Creek subdivision, Phase 2, and Phase 4, Section 1. All present voted "Aye." MOTION PASSED.

**36238 APPOINT MEMBERS TO THE REVIEW AND INTERVIEW COMMITTEE FOR RFQ 2021-Q07 GENERAL ENGINEERING CONSULTANT-ROAD BOND.**

Commissioner Jones stated he would like to propose a review and interview committee. He requested two members of the court on the committee and Jerry Borchering, Transportation Director, or Wilton Porterfield, Transportation Department, and Mark Kennedy, General Counsel; the Auditor's Office to oversee the process. Discussion was had among the court members and staff as to who will participate on the committee. Further discussion was had regarding the meetings possibly being recorded or documented for Judge Becerra to view. Judge Becerra stated he would not participate in the meeting or decision-making process. Jerry Borchering, Director of Transportation, stated that he would not be on the committee if the meetings are recorded as he would not like any outside influences on the decision-making process. Mark Kennedy, General Counsel, stated that he would not recommend recording the meetings or documenting the process. If the committee would like to do so, they can make it an open meeting. A motion was made by Commissioner Smith, seconded by Commissioner Shell to move forward with a five-person selection committee consisting of Winton Portfield, Jerry Borchering, Mark Kennedy, Mark Jones, and Lon Shell, Judge Becerra as an alternate. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.

**36239 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 1 WITH LJA ENGINEERING, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE DARDEN HILL/SAWYER RANCH ROAD INTERSECTION ROUNDABOUT PROJECT IN PRECINCT 4 AS PART OF THE HAYS COUNTY 2016 ROAD BOND PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PER TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).**

Commissioner Smith stated this item is specific to the round-about on the corner of Darden Hill and Sawyer Ranch Road, this is a slight change that needs to be made. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Change Order No. 1 with LJA Engineering, Inc. to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

**36240 APPROVE AMENDMENT #1 TO THE AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT BETWEEN HAYS COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE US 290 AT HENLY LOOP PROJECT AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE AMENDMENT #1 TO THE AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT ON BEHALF OF HAYS COUNTY.**

Commissioner Smith stated this is the next step in this project, which was approved in the 2016 Road Bond project and is the completion of the safety improvements project. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Amendment #1 to the Agreement for a Local On-System Improvement Project between Hays County and the Texas Department of Transportation (TxDOT) for the US 290 at Henly Loop project and authorize the County Judge to execute the Amendment #1 to the Agreement for a Local On-System Improvement Project on behalf of Hays County. All present voted "Aye." MOTION PASSED.



\*\*\*\*\*

MARCH 30, 2021

**36241      AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1 WITH BINKLEY & BARFIELD, INC. FOR SURVEYING SERVICES FOR THE WINDY HILL SAFETY IMPROVEMENTS PROJECT IN PCT. 2.**

Commissioner Jones stated Windy Hill did not make it into the past bond. Over the last 3 years this project has been worked as an in-house project. This is the fourth segment to that project. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Supplemental Work Authorization No. 1 to Work Authorization No. 1 with Binkley & Barfield, Inc. for surveying services for the Windy Hill Safety Improvements project in Pct. 2. All present voted "Aye."** MOTION PASSED.

**36242      ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS FOR IN THE AMOUNT OF \$1,045,394.00 FOR DRIFTWOOD GOLF AND RANCH CLUB, PHASE TWO SUBDIVISION (BOND # 1001130669).**

Commissioner Jones stated this is a project of off 1967. The work is starting to pick back up, and there is staff recommendation. **A motion was made by Commissioner Jones, seconded by Commissioner Smith to accept fiscal surety for the construction of street and drainage improvements for in the amount of \$1,045,394.00 for Driftwood Golf and Ranch Club, Phase Two Subdivision (Bond # 1001130669). All present voted "Aye."** MOTION PASSED.

**36243      AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT (ILA) AND MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO RIGHT OF WAY TRANSFER AND TRANSPORTATION AT THE SAN MARCOS REGIONAL AIRPORT IN CONNECTION WITH THE FM 110 CONSTRUCTION PROJECT.**

Commissioner Ingalsbe stated this is the last section of FM 110 which is the north section. She stated the interlocal agreement and the memorandum of understanding will lay out the responsibilities of each entity. She stated the county will collaborate with the Department of Labor (DOL) and the City of San Marcos for the funding of the south entrance of Gary Job Corp. Mark Kennedy, General Counsel, stated the parking lot, guard house, guard gate, and entrance was requested by the Department of Labor. He stated the county is waiting for the Department of Labor to submit their dedication of right of way. This item is an effort to get them to convey the right of way for this project. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Interlocal Agreement (ILA) and Memorandum of Understanding (MOU) between Hays County and the City of San Marcos related to Right of Way transfer and transportation at the San Marcos Regional Airport in connection with the FM 110 construction project. All present voted "Aye."** MOTION PASSED.

**36244      HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT CONCERNING THE MYSTIC CREEK SUBDIVISION, LOT 15, REPLAT; SUB-1341.**

Judge Becerra open the public hearing at 11:08 a.m. No comments were made. Judge Becerra closed the public hearing at 11:08 a.m. Marcus Pacheco, Interim Director of Development Services, stated this is a replat of lot 15 which will be divided into two lots. Both lots will have access to Mystic Creek Overlook and Mystic Creek Drive. Water services will be accomplished by individual private wells, and wastewater will be treated by individual on-site sewage facilities. There are no variances requested and has full staff recommendation. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to hold a public hearing with possible action to approve the final plat concerning the Mystic Creek Subdivision, Lot 15, Replat; SUB-1341. All present voted "Aye."** MOTION PASSED.

**36245      HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT CONCERNING HEATON HOLLOW, TRACT 16, REPLAT.; PLN-1612-PC.**

Judge Becerra open the public hearing at 11:09 a.m. No comments were made. Judge Becerra closed the public hearing at 11:09 a.m. Marcus Pacheco, Interim Director of Development Services, stated this replat is of tract 16 and the adjacent 55-acre property that will be split to create 3 new parcels. Water services will be accomplished by rainwater harvesting and private well, and wastewater will be accomplished by individual on-site sewage facilities. Staff is requesting the court take a conditional approval since there are a few deficiencies noted on the plat that need to be remedied. The plat was brought to court to meet the 30-day requirement of the state statute. Commissioner Shell requested additional information regarding the timeline for the conditions to be



MARCH 30, 2021

met. A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the final plat for Heaton Hollow, Tract 16, Replat, providing via Development Services, a written statement of these conditions in compliance with Texas Local Government Code Section 232.0026, and to designate Marcus Pacheco Interim Director of Development Services to assess applicants satisfaction of those conditions and approve or disapprove within the timeframes established by Texas Local Government Code Chapter 232. All present voted "Aye." MOTION PASSED.

**36246 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE REPLAT OF LOTS 14 & 15, ROLLING OAKS, SECTION THREE SUBDIVISION; PLN-1587-PC.**

Judge Becerra open the public hearing at 11:14 a.m. No comments were made. Judge Becerra closed the public hearing at 11:14 a.m. Marcus Pacheco, Interim Director of Development Services, stated this is a replat of lots 14 and 15; lot 14 will be divided into two lots, and lot 15 will also be divided into two lots. Water services will be accomplished by individual private wells and wastewater treatment will be accomplished by individual on-site sewage facility. There are no variances requested for this replat. This item has full staff recommendation. Commissioner Shell spoke. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to hold a public hearing with possible action to approve the final plat of the Replat of Lots 14 & 15, Rolling Oaks, Section Three Subdivision; PLN-1587-PC. All present voted "Aye." MOTION PASSED.

**36247 APPROVE FINAL PLAT AND ACCEPT FISCAL SURETY FOR STREET AND DRAINAGE IMPROVEMENTS; SUB-751, ANTHEM, PHASE 1A SUBDIVISION (193 LOTS).**

Marcus Pacheco, Interim Director of Development Services, stated fiscal surety is required for the remaining improvements. Water and wastewater will be provided by the City of Kyle, and there is full staff recommendation. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve final plat and accept fiscal surety for street and drainage improvements; SUB-751, Anthem, Phase 1A Subdivision (193 Lots). All present voted "Aye." MOTION PASSED.

**36248 AUTHORIZE THE COUNTY CLERK TO RE-GRADE THE ADMINISTRATIVE ASSISTANT II, SLOT 0272-034 (GRADE 108) TO A BOOKKEEPER (GRADE 109) EFFECTIVE APRIL 1, 2021 UTILIZING AVAILABLE SALARY SAVINGS.**

Elaine H. Cardenas, County Clerk, stated her office has two vacant positions. She would like to re-grade the Administrative Assistant II to a Bookkeeping position to keep up with the workflow of the growing office. Shari Miller, Human Resources Director, stated this item would establish the position of a second bookkeeper for the County Clerk's office. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Clerk to re-grade the Administrative Assistant II, slot 0272-034 (grade 108) to a Bookkeeper (grade 109) effective April 1, 2021 utilizing available salary savings. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #31 RE: DISCUSSION AND POSSIBLE ACTION TO ADOPT HAYS COUNTY EMPLOYEE PERSONNEL POLICY REVISIONS. WAS PULLED.**

Rodrigo Amaya made public comments regarding the position of the court administrator for County Court at Law #3, and the Director of Human Resources.

**36249 DISCUSSION AND POSSIBLE ACTION REGARDING THE CRIMINAL JUSTICE COORDINATING COMMISSION INCLUDING AN UPDATE ON RECENT COMMISSION AND SUBCOMMITTEE MEETINGS.**

Christine Terrell made a public comment in favor of a Public Defender's Office starting at fifty percent of the case load. Shannon Fitzpatrick made a public comment in favor of a Public Defender's Office starting at fifty percent of the case load. Commissioner Shell updated the court regarding some of the issues that have been discussed in the Criminal Justice Coordinating Commission meetings, mainly the Public Defender's Office, pre-trial services, and mental health issues. Commissioner Ingalsbe stated that this an opportunity to provide representation and other services that are needed to ensure success, including training for investigators, social workers, and staff. Commissioner Shell stated that the committee is in communication with TIDC (Texas Indigent Defense Commission) and the Neighborhood Defender Services, and they also want support from the local Judges. A motion was made by Commissioner Shell, seconded by Judge Becerra to authorize a letter of intent to the TIDC regarding the Public Defenders opportunities, Pretrial Service Program opportunities, and Managed Assigned Counsel opportunities. All present voted "Aye." MOTION PASSED.





MARCH 30, 2021

**36250 AMEND THE CONTRACT FOR THE SWAGIT PROPOSAL. ADDING AGENDA QUICK SOFTWARE, ALLOWING ACCESS TO AGENDA AND BACKUP SOFTWARE, AS WELL AS AUTOMATED PARLIAMENTARY PROCEDURES AND RECORDING OF VOTES AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Shell stated that he was supportive of the program. He stated the Commissioners would need training on the equipment. Commissioner Smith stated that he felt the county may need a CIO (Chief Information Officer) position to look at these types of projects in the future. Elaine H. Cardenas, County Clerk, stated that she agreed with Commissioner Smith. She noted that during the selection process for this project a member of the I.T. (Information Technology) department was on the committee. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend the contract for the Swagit Proposal. Adding Agenda Quick software, allowing access to agenda and backup software, as well as automated parliamentary procedures and recording of votes and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

**36251 AUTHORIZE THE DISTRICT CLERK TO UTILIZE KOFI TECHNOLOGIES FOR THE HAYS COUNTY DISTRICT CLERK RECORDS PRESERVATION PROJECT.**

Beverly Crumley, District Clerk, stated this request is for the preservation of the historical records that are held in the District Clerk's office. She stated it is important to preserve the integrity of these records for the history of the county. She stated the books have also been digitized so that there is less chance to handle and cause damage to the books. Commissioner Ingalsbe thanked Beverly Crumley for her work to preserve these records. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the District Clerk to utilize Kofile Technologies for the Hays County District Clerk Records Preservation Project. All present voted "Aye." MOTION PASSED.**

**36252 ACCEPT THE FISCAL YEAR 2020 HAYS COUNTY COMPREHENSIVE ANNUAL FINANCIAL REPORT AS AUDITED BY ABIP, PC CERTIFIED PUBLIC ACCOUNTANTS.**

Marisol Villarreal- Alonzo, Auditor, introduced the external auditor with ABIP, PC. Jeremy Barbado, Audit Manager of ABIP, explained the audit findings to the court regarding the financial statements. He stated the Auditor's Office received the Certificate of Achievement of Excellence in Financial Reporting for the fiscal year of 2019 from the Government Finance Officer Association. He reviewed the highlights of the report to the Commissioners. He stated overall that the audit found that financial statements provided to the court weekly are reliable. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the Fiscal Year 2020 Hays County Comprehensive Annual Financial Report as audited by ABIP, PC Certified Public Accountants. All present voted "Aye." MOTION PASSED.**

**36253 APPROVE A PRELIMINARY HAYS COUNTY BUDGET CALENDAR FOR FISCAL YEAR 2022.**

**A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a preliminary Hays County budget calendar for Fiscal Year 2022. All present voted "Aye." MOTION PASSED.**

**36254 AUTHORIZE HAYS COUNTY HUMAN RESOURCES TO CONDUCT SALARY MARKET ANALYSIS UTILIZING BENCHMARK COUNTIES AND CITIES AS PRESENTED.**

Dan Lyon made public comments against the recent audit of the county's financial reports that was made in a previous item, and against employee pay raises. Judge Becerra stated the salary market analysis is for a comparison of pay, and not to match pay. Commissioner Ingalsbe noted the analysis will be conducted in-house. Shari Miller, Human Resource Director, gave the court an explanation of the data that will be gathered for the analysis. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Hays County Human Resources to conduct salary market analysis utilizing benchmark counties and cities as presented. All present voted "Aye." MOTION PASSED.**

**36255 AWARD TXCDBG ADMINISTRATIVE SERVICES TO LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.**



\*\*\*\*\*

MARCH 30, 2021

Commissioner Shell stated the selection made by the evaluation team was Langford Community Management Services, Inc. A motion was made by Commissioner Shell, seconded by Commissioner Jones to award TxCDBG Administrative Services to Langford Community Management Services, Inc. and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED

**36256 EXECUTE A CONTRACT FOR RFP 2020-P15 TRAFFIC COUNTER INSPECTION AND MAINTENANCE BETWEEN HAYS COUNTY AND JM ENGINEERING, LLC. FOR CONTRACTS PROCURED BY THE HAYS COUNTY PURCHASING DEPARTMENT.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to execute a contract for RFP 2020-P15 Traffic Counter Inspection and Maintenance between Hays County and JM Engineering, LLC. for contracts procured by the Hays County Purchasing Department. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Judge Becerra called for a break that began at 10:31 a.m. and resumed back into open court at 10:41 a.m.

**36257 DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE, INCLUDING BUT NOT LIMITED TO CONSIDERATION OF A BILL PROPOSING TO CREATE AN ADDITIONAL DISTRICT COURT WITHIN HAYS COUNTY; AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071.**

Rodrigo Amaya made a public comment. Commissioner Smith stated this item was requested by Representative Erin Zwiener. He stated the court has made resolutions for some of the items in the past. He stated some of the items for discussion consisted of an additional district court, and the authority of the commissioner's court to regulate billboards. He noted that some of the items need additional information and staff input before a decision could be made by the court. Judge Becerra called on 428<sup>th</sup> Judicial District Judge, Bill Henry, to speak on this item. Judge Henry stated that the district courts' expanded caseloads, in addition to COVID-19 is causing further delays for jury trials. He stated many of the people in jail are waiting on a jury trial through the district courts. He requested the Commissioners court decide on a resolution by today to meet the deadline on Wednesday. Commissioner Smith stated moving forward with this resolution, that he would like this position to be a Hays County based Judge. He noted that the courts have a major back log for civil cases. Commissioner Shell requested clarification on the resolution regarding if the court will be specifically handling criminal or civil court cases. Discussion was had that a criminal or civil designation would not be needed at this time. Commissioner Shell noted several costs associated with running a court such as additional support staff and bailiffs. Beverly Crumley, District Clerk, was available in court to answer questions regarding the case statistics that are submitted to the Office of Court Administration (OCA). Discuss was had among the court regarding budgeting for a new court. Commissioner Smith requested that a resolution be written, and this item remain open until the end of court, which they would then vote on that resolution.

**Clerk's Note:** At the request of Commissioner Smith, this item was left open to allow a resolution to be created to meet the needs of the court. This item was revisited, and the resolution was read at 1:52 p.m.

Commissioner Shell inquired if the Commissioners Court can give guidance on the effective date for the District court. He noted September 1<sup>st</sup> as it coincides with their fiscal year. Mark Kennedy, General Counsel recommended the court attach the drafted legislation to the resolution. Commissioner Smith announced the additional items on the list for discussion from Representative Erin Zwiener. House Bill 37 would establish that pipelines go through the same type of process as Public Utility Commissions (PUC). Commissioner Smith stated he would like to bring back a draft resolution for this issue. The Commissioners stated they agreed. House Bill 176 would give local government the authority to ban containers. This is an issue with people floating and polluting the San Marcos River with their aluminum cans. Commissioner Smith stated he hopes the City of San Marcos is in support of this, and he would like to get more information regarding that issue. Commissioner Ingalsbe and Commissioner Shell stated they agreed. House Bill 242 would require oil and gas companies operating in the Edwards Water Aquifer recharge zone to submit a water pollution abatement plan. Commissioner Ingalsbe and Commissioner Shell stated this is reasonable but would like to review the full document. House Bill 298 is part of the Hill Country preserving dark skies initiative. This would allow cities to extend the ordinance to Extraterritorial Jurisdictions (ETJ). Commissioner Smith noted Wimberley and Dripping Springs are dark sky communities in the county. The court has passed resolutions in the past in support of the Dark Skies initiative. The Commissioners stated they are in support of that item but would like to review the details especially regarding jurisdictions. House Bill 1512 would grant authority to the Hays County Commissioners Court instead of the Texas Department of Transportation for billboards in unincorporated areas. The Commissioners stated they are in support of that item. House Bill 2422 would allow the County Commissioners in fast growing counties to regulate the location of new quarries and aggregate production operations. Commissioner Shell suggested communicating with Comal County to coordinate efforts. House Bill

HAYS COUNTY COMMISSIONERS' COURT MINUTES



MARCH 30, 2021

186 provides tax exemptions for homeowners who install graywater and rainwater systems, this would be an extension of the solar panel exemption that already exists. The Commissioners stated they are supportive. HB 2350 would incentivize nature-based infrastructure projects through the Clean Water State Revolving Fund. The nature-based infrastructure projects would be funded on a decrease of the interest rate of the overall project. Commissioner Shell stated that Hays County has applied for Clean Water State Revolving Fund. The Commissioners stated they were supportive. Commissioner Smith stated that some of the other items proposed did not have enough back up information for him to present at this time. **A motion was made by Judge Becerra, seconded by Commissioner Smith to approve a resolution of the Hays County Commissioners Court in support of the creation of a District Court within Hays County in the Legislative Session with an effective date for the creation of this court for September 1<sup>st</sup>, 2022. All present voted "Aye." MOTION PASSED.**

**Clerk's Note:** Executive Session began at 12:22 p.m. and resumed back into open court at 1:47 p.m.

**36258 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 THE ADMINISTRATIVE ASSISTANT POSITION IN THE OFFICE OF THE HAYS COUNTY JUDGE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

Mark Kennedy, General Counsel, request the court indicate to the Auditor where the funds for the additional pay will come from. Commissioner Shell stated the funds will come from salary savings from the Chief of Staff position. **A motion was made by Commissioner Shell, seconded by Commissioners Ingalsbe to update the job description for the administrative assistant within the County Judge's office as presented in Executive Session and move the pay in the range of 110 to the 50<sup>th</sup> percentile. All present voted "Aye." MOTION PASSED.**

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF THE HAYS COUNTY CHIEF OF STAFF POSITION. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

**36259 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 POSITIONS IN THE HAYS COUNTY DEVELOPMENT SERVICES OFFICE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

**A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to name the new Interim Floodplain Administrator as Eric Vangaasbeek. All present voted "Aye." MOTION PASSED.**

**Clerk's Note Agenda Item #44 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 \$48,480.00 for the week. The number of outsourced males was 122 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 6, Department of Public Safety - 1, Hays County Sheriff's Department - 61, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Constable Precinct 1 - 1, Kyle Police Department - 26, San Marcos Police Department - 45, Texas State Police Department - 0. No action was taken.

**Clerk's Note Agenda Item #46 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.**





MARCH 30, 2021

---

## ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 2:07 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 March 30, 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

Approve the payment of the April 15, 2021 payroll disbursements in an amount not to exceed \$3,110,000.00 effective April 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

#### SUMMARY

Approve the April mid month payroll disbursements not to exceed \$3,110,000.00.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Jail to utilize savings within the Office of the Governor Criminal Justice Division, Coronavirus Grant for PPE Supplies and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$2,700.00

#### LINE ITEM NUMBER

001-618-99-141]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

In September 2020, court accepted grant funding from the Office of the Governor Criminal Justice Division for funding of projects that seek to prevent, prepare for and respond to coronavirus. At this time, the jail is requesting to use savings in equipment purchases for additional PPE supplies.

Budget Amendment

Decrease 001-618-99-141.5719\_400 Miscellaneous Equipment Operating Expense

Increase 001-618-99-141.5225 PPE Supplies

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the submission of a grant application to the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 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
T. Crumley	BECERRA	N/A

#### SUMMARY

If awarded, funding will be utilized to support personnel costs associated with vaccine distribution and administration support.

Applications are accepted on a rolling basis and will be submitted electronically.

# COVID-19 Vaccines Applicaton

## Instructions: COVID-19 Vaccines Application

### Instructions

*Application to be completed by recipient only.*

**Technical questions related to the online application submission may be directed to St. David's Foundation Grants Managers, [grantsinfo@stdavidsfoundation.org](mailto:grantsinfo@stdavidsfoundation.org)**

### Returning to your Application in Progress

*If you would like to save your application to complete later, click the **Save & Finish Later** button at the bottom of the page. You will need to access the **grantee homepage** where your application is saved which can be found within the automated email sent to the email address used as your log-in. If you have difficulty accessing your homepage, close all browser windows and try again.*

## General Info

Date of Application

4/1/2021

### Organization

Name of Organization

Hays County

Legal Name of Organization

Hays County

Federal ID/EIN#

17460022415029

Physical Address

111 E. San Antonio Street

Ste. 300

City

San Marcos

State

TX

Zip Code

78666

Mailing Address (if different)

712 S. Stagecoach Trail  
Ste. 1071

City State  
San Marcos TX

Zip Code  
78738

Main Phone Number

(xxx) xxx-xxxx  
512-393-2205

Website

<https://hayscountytexas.com>

Contact Information

***Primary Contract Signatory for Organization such as Executive Director or CEO***

First Name

Ruben

Last Name

Becerra

Title

County Judge

Office Phone

(xxx) xxx-xxxx  
512-393-2205

Extension

optional

Alternate Phone

(xxx) xxx-xxxx

E-mail

[judge.becerra@co.hays.tx.us](mailto:judge.becerra@co.hays.tx.us)

CC E-mail

Please provide the email of anyone else who should be copied on correspondence on your behalf.

[tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us)

## ***Proposal Contact***

No Same as Primary Signatory (example: ED/CEO)

First Name

Lindsay

Last Name

McClune

Title

Grant Writer

Office Phone

(xxx) xxx-xxxx

512-393-2209

Extension

optional

Alternate Phone

(xxx) xxx-xxxx

E-mail

grants@co.hays.tx.us

## **Overview**

### **Request Information**

Grant Title

COVID-19 Vaccine Distribution and Administration Support

Request Amount

100000.00

### **Organizational Background**

1. Describe your organization's mission?

Your organization's standard mission statement in 75 words or less

To protect, promote, maintain, and improve the health and quality of life for Hays County citizens and visitors through a responsive, well-managed, and organized effort. We exist to serve the public and this shall be done to the best of our ability.

2. Select the most frequent county of residence for those served through this grant request.

Select one.

Hays

3. To date, what has been your role in vaccine distribution and administration efforts in your community? Describe why you are equipped to function in this role now and in the future? Feel

free to include networks and community/state leaders with whom you have connections and relationships.

Hays County has played a vital role in vaccine distribution and administration efforts within the community. Currently, Hays County is hosting weekly vaccine clinics most Mondays through Wednesdays to administer the vaccine throughout the community. The clinics have been a joint effort by multiple departments throughout Hays County including the Department of Emergency Services, the Hays County Local Health Department, and Countywide Operations. To date, Hays County has distributed over 35,000 doses of vaccines. The County has a team of approximately 65 volunteers per day to hand out paperwork, check people in, and direct traffic as well as local EMS and First Responders who administer the vaccine. Hays County is partnering with local organizations including local pharmacies (Dripping Springs Pharmacy, Wimberley Pharmacy, and B&J Drug), local providers (San Marcos Family Medicine and Communicare), private partners (Curative and First Med Response), and Texas State University by distributing vaccines throughout Hays County to organizations who can also administer the vaccine.

4. Describe current vaccine hub operations in your area including the registration and appointment scheduling process. What is working? Where are opportunities for improvement/efficiencies?

Clinics are held at one of four different locations in Hays County. Clinics are currently being held Mondays through Wednesdays most weeks. People are encouraged to make pre-register ahead of time through the Hays County Informed online portal and are then contacted with an appointment time. Walk-ups are taken on the basis of vaccine availability. As vaccines are given, they are logged in real time on ImmTrac by volunteers in order to schedule appointments for the second shot. However, as clinics have grown it has become difficult for the limited health department staff to maintain real time entry into ImmTrac. There are some volunteers that have been trained to use ImmTrac, but the number of errors by volunteers has caused Hays County to reevaluate the use of volunteers for this component. Hays County hopes to eventually add ImmTrac and Data Entry Specialists as well as phone bank staff who can be available to take calls and give information about clinic dates, locations, etc. in order to make information more as accessible to the public as possible. The proposed staff would also be able to help schedule appointments for those who are unable to use the online portal. There is currently have a phone bank that is operated by volunteers. They take calls and make appointments for citizens who do not have access to the internet to pre-register for vaccine appointments, but the County is unsure how long the volunteers will remain interested in assisting.

5. What are the most immediate areas of support your organization requires to enable the effective, equitable, and timely administration of vaccines in your community?

Provide specifics for as many as apply:

- Hub infrastructure support (location/space, tents, chairs, cleaning supplies, water, tables/chairs, hand washing stations, restrooms, etc.)
- IT/Registration/Reporting/Data
- Staffing/Personnel
- Outreach/Communications
- Transportation
- Partnership with Community Based Organizations
- Other

The most immediate need for support Hays County is the need for personnel. Hays County needs to support seven current personnel members - one data analyst, four infectious disease interns, and two contact tracers. The County would also like to be able to add four phone bank staff members and two Immtrac and Data Entry Specialists. The future phone bank staff members would allow information to be accessible to those who do not have internet access or have trouble using technology in order to access information about vaccine clinic locations, times, etc. The future Immtrac and Data Entry Specialists would allow clinics to run as effectively as possible and allow Hays County to log vaccinations as accurately as possible. Other high priority needs include both medical supplies like Band-Aids and sharps containers and overtime pay for EMS and First Responders administering the vaccine. The support for personnel is crucial for us to make the vaccination process as seamless and as smooth as possible.



## Equity

6. In addition to the **DSHS criteria**, what is your organization doing to ensure that vaccines are administered to historically excluded communities?

Vaccine clinics are held at multiple locations with many of them being central and easily accessible to different communities in the county. Hays County has held clinics at locations on both the east and west sides of I-35 in order to reach more people. One of the regular clinics is held at the Hays CISD PAC (Performing Arts Center) which is a central location for most of Hays County. Holding clinics at multiple locations across the county makes the vaccine more accessible to more communities who may not be able to travel to big cities. Additionally, Spanish speaking interpreters are present at each clinic to assist those whose primary language is not English. Hays County is currently working with partners to develop plans to set up mobile vaccine units in areas of the county to serve communities that are underserved.

7. What is your organization doing to address vaccine hesitancy and misinformation regardless of race and ethnicity?

Hays County has created an online COVID dashboard that gives citizens daily updates about COVID cases in the area in order to make accurate information as easily accessible as possible. The county's online vaccine hub has frequently asked questions available in both English and Spanish as well as links to the Texas DSHS Website. Spanish speaking interpreters are present at each clinic to assist those whose primary language is not English.

8. Building vaccine confidence relies on convincing and equipping trusted ambassadors to disseminate culturally and linguistically appropriate messages to the target population.

Describe how you are seeking input from community members to develop strategies – including partnerships with community-based organizations and leaders – to reach older adults, individuals with limited mobility/disability, and hard to reach population groups?

Hays County will be partnering with local civic organizations, churches, Meals on Wheels, EMS providers, and grocery stores. The grocery stores, as well as Meals on Wheels, can provide lists of those elderly or home bound that regularly receive grocery delivery in order for the county to reach out to them with vaccination clinic information. Other local organizations will be able to assist with a wider outreach to ensure we are able to better serve all populations in the area.

9. We understand that many families of color often reside in multigenerational households, and are more likely to be essential, frontline workers. What unique approaches would you utilize to reach members of multigenerational households and/or frontline workers?

Hays County continues to look for ways to reach multigenerational households and/or frontline workers. With limited staff and financial resources the county has not been able to focus on outreach as the county needs to in Public Health.

My organization does not exclude participants or job applicants on the basis of race/ethnicity, creed, color, religion, sexual orientation, age, disability or handicap, sex, national origin, ancestry, citizenship status, genetic information, marital status or veteran status.

Organizations that exclude participants or job applicants on any of these bases are not eligible for funding.

Yes

## Best Practices and Learnings

10. Explain how your organization ensures that you are continually informed on vaccine distribution efforts and how do you plan to learn from and share promising practices?

Hays County is constantly checking both the CDC and DSHS websites for new guidelines and best practices for both vaccine distribution and general COVID precautions. Additionally, the county is

regularly in communication with other jurisdictions to keep up to date and share information on what tactics and practices have been working and which ones haven't.

11. Describe your efforts to develop or utilize existing vaccine tracking systems (e.g. ImmTrac) to track the distribution, registration, demographics and coordination efforts to support your vaccine operations.

Hays County uses ImmTrac to track vaccine distribution and registration. All vaccinations are logged in real time as they happen in order to schedule second vaccine shots. People are then contacted by email with their appointment information for their second shot which is scheduled after an appropriate amount of time from their first shot. ImmTrac allows the county to keep track of information about those who have received vaccines.

12a. In looking at these initial efforts and thinking about long-term vaccine roll out, please describe: What a successful COVID-19 vaccine hub would look like in your community (both short- and long-term)? How many individuals would be vaccinated over the next six to nine months?

As a hub, the Hays County Local Health Department feels facilitating vaccine distribution with all local providers is extremely important. Local private providers are able to identify individuals in the community that are harder to reach. As the distribution amps up, it is the county's goal to vaccinate each citizen in Hays County that wants to receive a vaccine within the next 6-9 months. To date, we have vaccinated over 35,000 people.

12b. In looking at these initial efforts and thinking about long-term vaccine roll out, please describe: What your approach would be and how you would plan to measure the success of your vaccine efforts (both short- and long-term)?

In order to track the vaccination progress, Hays County will continue to use ImmTrac. Hays County has current employees who actively that input information into the system in real time, after a citizen receives a vaccine. This prevents a delay in up to date data regarding, vaccinations administered. Funding for these individuals is crucial in continuing the efforts to have the most accurate and updated data. Therefore, this is an effective measurement tool for both the short- and long-terms.

## Attachments

### Required

#### Completed High-level Budget

You may download the [High-level Budget Template](#), save it to your computer, and upload your completed budget. Or, you may use and upload your own existing budget document.

[Budget\\_St. David's.xlsx](#)

*To attach files, please select "Choose file" first to locate the appropriate files on your computer. Once selected, click "Upload" to upload the file to each applicable section.*

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 11 RV spaces & 6 park model RV spaces located at the Hillside Terrace RV Park - East Phase North Zone located at 680 Hillside Terrace, Buda, Texas 78610.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Interim Director of Development Services	JONES	N/A

#### SUMMARY

Hunter Wheeler, owner of Hillside Terrace RV Park, is proposing an On-Site Sewage System for 11 RV spaces & 6 park model RV spaces for the Hillside Terrace RV Park. This is the East Phase North Zone. This 15.58-acre tract of land will be served by a public water supply.

The system designer, Travis Weiser, P.E., has designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 1040 gallons.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 30 RV spaces for the Hillside Terrace RV Park - West Phase North Zone located at 680 Hillside Terrace, Buda, Texas 78610.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Interim Director of Development Services	JONES	N/A

#### SUMMARY

Hunter Wheeler, owner of Hillside Terrace RV Park, is proposing an On-Site Sewage System to 30 RV spaces for the Hillside Terrace RV Park. This is the West Phase North Zone. This 14.98-acre tract of land will be served by a public water supply.  
The system designer, Travis Weiser, P.E., has designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 1200 gallons.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Hays County Office of Emergency Services to lease a 2022 Ford F-350 XL 4x4 Crew Cab with standard and aftermarket options and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$54,190

#### LINE ITEM NUMBER

001-656-00.5475 (General Fund-Office of Emergency Services-Operating. Vehicle Lease)

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The 2022 Ford F-350 4x4 Crew Cab will be replacing the current 3500 Chevrolet Truck. The current vehicle is 11 years old with 113,000 miles and is two-wheel drive. The current truck was inadequate in navigating the snow and icy conditions that Hays County endured in February of 2021. Furthermore, the current truck lacks the required towing capacity for pulling the full range of Office of Emergency Services trailers, thus limiting our ability to respond to the various situations we face. The new unit has the requisite towing capacity and will allow OES to operate safely in all emergent and nonemergent conditions.

<b>Prepared For:</b> County of Hays Gardner, Michelle				<b>Date</b> 03/30/2021 <b>AE/AM</b> JKW/1SB		
<b>Unit #</b> 23WHSF						
<b>Year</b> 2022 <b>Make</b> Ford <b>Model</b> F-350						
<b>Series</b> XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW						
<b>Vehicle Order Type</b> In-Stock <b>Term</b> 48 <b>State</b> TX <b>Customer#</b> 481224						
\$ 49,158.14		Capitalized Price of Vehicle <sup>1</sup>		<b>All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.</b>  <b>Order Information</b> <div><b>Driver Name</b> Mike Jones TBD <b>Exterior Color</b> (0 P) Oxford White <b>Interior Color</b> (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S <b>Lic. Plate Type</b> Exempt <b>GVWR</b> 0</div>		
\$ 0.00		*				License and Certain Other Charges <u>6.2500%</u> <b>State TX</b>
\$ 158.50		*				Initial License Fee
\$ 0.00						Registration Fee
\$ 0.00						Other:Courtesy Delivery Fee
\$ 0.00						Capitalized Price Reduction
\$ 0.00						Tax on Capitalized Price Reduction
\$ 0.00						Gain Applied From Prior Unit
\$ 0.00		*				Tax on Gain On Prior
\$ 0.00		*				Security Deposit
\$ 0.00		*		Tax on Incentive ( Taxable Incentive Total : \$0.00 )		
\$ 49,158.14				Total Capitalized Amount (Delivered Price)		
\$ 811.11				Depreciation Reserve @ <u>1.6500%</u>		
\$ 145.74				Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>		
<b>\$ 956.85</b>				<b>Total Monthly Rental Excluding Additional Services</b>		
				<b>Additional Fleet Management</b>		
				Master Policy Enrollment Fees		
\$ 0.00				Commercial Automobile Liability Enrollment		
				Liability Limit <u>\$0.00</u>		
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>	
\$ 83.74		Full Maintenance Program <sup>3</sup> Contract Miles <u>50,000</u>		OverMileage Charge	<u>\$ 0.0500</u> Per Mile	
		Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>		# Tires <u>0</u>	Loaner Vehicle Not Included	
<b>\$ 83.74</b>				<b>Additional Services SubTotal</b>		
\$ 0.00		Use Tax <u>0.0000%</u>		<b>State</b>		
<b>\$ 1,040.59</b>				<b>Total Monthly Rental Including Additional Services</b>		
\$ 10,224.86				Reduced Book Value at <u>48</u> Months		
\$ 400.00				Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 12,500

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** County of Hays

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting	B	\$ 4,995.00
Legacy Auto Transporter	B	\$ 350.00
Legacy Truck Bed Accessories	B	\$ 2,445.00
Total Aftermarket Equipment Billed		\$ 7,790.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

## VEHICLE INFORMATION:

2022 Ford F-350 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W3B

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$40,488	\$42,620.00
Total Options	\$12,007.00	\$13,195.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$54,190.00</b>	<b>\$57,510.00</b>

## SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White  
 Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
52B	Trailer Brake Controller	\$245.00	\$270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
610A	Order Code 610A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66L	LED Box Lighting	\$54.00	\$60.00
76R	Reverse Sensing System (Fleet)	\$223.00	\$245.00
90L	Power Equipment Group	\$1,024.00	\$1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,551.00	\$10,495.00
99T34G	34 Gallon Fuel Tank	Included	Included
99TALT	175 Amp Heavy Duty Alternator	Included	Included
99TBAT	Dual 78-AH 750 CCA Batteries	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
NONGV	GVWR: 11,200 lb Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
SYNC	SYNC Communications & Entertainment System	Included	Included
TBM	Tires: LT245/75Rx17E BSW A/T (4)	\$150.00	\$165.00
X3H	Electronic-Locking w/3.31 Axle Ratio	\$355.00	\$390.00
Z1_01	(0 P) Oxford White	NC	NC



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Compass: compass  
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Water Temp Gauge: water temp. gauge  
Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge  
Transmission Oil Temp Gauge: transmission oil temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
Height Adjustable Seatbelts: height adjustable front seatbelts  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Ignition Disable: SecuriLock immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-up cushion  
Leather Upholstery: vinyl front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Shift Knob Trim: urethane shift knob  
Interior Accents: chrome interior accents

Standard Engine:

Engine 475-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize On-Site Sewage Facility Permit for convenience store at 2709 E FM 150, Kyle, Texas 78640.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco, Interim Director of Development Services

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

FM 150 LLC, is proposing an On-Site Sewage System to serve a new convenience store/gas station. This system was previously permitted in 2019, but the permit expired. This 2.30-acre tract of land is Lot 1 of the Westhill Corner subdivision in the City of Kyle and will be served by a public water supply.

The system designer, David Coombs, P.E., has designed a non-standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 690 gallons.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the execution of Amendment NO. 5 with the Department of State Health Services (DSHS) for the FY2022 Public Health Emergency Preparedness (PHEP) grant program in the amount of \$126,721.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$12,672.00

#### LINE ITEM NUMBER

120-675-99-058]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Amendment no. 5 renews the contract for an additional one-year term and to receive the annual amount of \$126,721 in grant funds with the County providing a total of \$12,672 in matching funds for a total contract amount of \$139,393. Funds will be utilized to provide support for the salary, benefits and operations involved in the program. Funds will be budgeted during the FY2022 process.

Contract Name: DSHS PHEP Amendment No. 5  
Contract No.: 537-18-0153-00001  
Contract Date: 7/1/2021 - 6/30/2022

Attachment: Department of State Health Services Contract No. 537-18-0153-00001 Amendment No. 5

**DEPARTMENT OF STATE HEALTH SERVICES**

**CONTRACT NO. 537-18-0153-00001**

**AMENDMENT NO. 5**

**The DEPARTMENT OF STATE HEALTH SERVICES (“System Agency”) and HAYS COUNTY LOCAL HEALTH DEPARTMENT (“Grantee”),** each a “Party” and collectively the “Parties” to that certain Public Health Emergency Preparedness (“PHEP”) contract effective July 1, 2017 and denominated as System Agency Contract No. 537-18-0153-00001 (the “**Contract**”), as amended, now want to further amend the Contract.

**WHEREAS,** the Parties desire to amend the Contract in accordance with **ATTACHMENT C, UNIFORM TERMS AND CONDITIONS, ARTICLE IX, SECTION 9.01 (AMENDMENT)** of the Contract;

**WHEREAS,** System Agency elects to extend the term of the Contract in accordance with **ARTICLE III, DURATION;**

**WHEREAS,** the Parties desire to revise the Budget to add funds to the Contract for the period from July 1, 2021, through June 30, 2022 (“Fiscal Year 2022” or “FY2022”);

**WHEREAS,** the Parties desire to revise the Statement of Work;

**WHEREAS,** the Parties desire to modify the Notice to Proceed provision of the Contract; and

**WHEREAS,** the Parties desire to incorporate **ATTACHMENT C.5- FFATA CERTIFICATION FORM** into the Contract.

**NOW THEREFORE,** the Parties amend and modify the Contract as follows:

1. **ARTICLE III, DURATION,** of the Signature Document is amended to reflect a revised termination date of **June 30, 2022.**
2. **ARTICLE IV, BUDGET,** of the Signature Document is amended to add **\$126,721.00** in federal funding to the Contract and with the Grantee providing a total of **\$12,672.00** in matching funds for FY2022. The total not-to-exceed amount of the Contract is therefore increased to **\$686,964.00**, of which **\$624,513.00 represents** federal funding and **\$62,451.00** represents matching funds. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.
3. **ARTICLE VIII, NOTICE TO PROCEED,** of the Signature Document is deleted in its entirety and replaced with the following:

**VIII. NOTICE TO PROCEED**

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2022 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

4. **ATTACHMENT B, BUDGET**, is amended by deleting the budget table in its entirety and replacing it with the following:

<b>Budget Categories</b>	<b>FY18 Budget Summary (7/1/17 – 6/30/18)</b>	<b>FY19 Budget Summary (7/1/18 – 6/30/19)</b>	<b>FY20 Budget Summary (7/1/19 – 6/30/20)</b>	<b>FY21 Budget Summary (7/1/19 – 6/30/21)</b>	<b>FY22 Budget Summary (7/1/21 – 6/30/22)</b>	<b>Total Budget Summary</b>
Personnel	\$83,354.00	\$70,302.00	\$71,946.00	\$73,274.00	\$73,000.00	\$371,876.00
Fringe Benefits	\$38,918.00	\$29,971.00	\$30,313.00	\$30,870.00	\$33,030.00	\$163,102.00
Travel	\$0.00	\$5,024.00	\$2,988.00	\$2,988.00	\$2,988.00	\$13,988.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$518.00	\$4,943.00	\$17,744.00	\$15,589.00	\$10,723.00	\$49,517.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$12,550.00	\$2,500.00	\$4,000.00	\$6,980.00	\$26,030.00
Sum of DSHS Direct Costs	\$122,790.00	\$122,790.00	\$125,491.00	\$126,721.00	\$126,721.00	\$624,513.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$122,790.00	\$122,790.00	\$125,491.00	\$126,721.00	\$126,721.00	\$624,513.00
Plus Required Match (Cash or In-Kind)	\$12,279.00	\$12,279.00	\$12,549.00	\$12,672.00	\$12,672.00	\$62,451.00
<b>Total Contract Amount</b>	<b>\$135,069.00</b>	<b>\$135,069.00</b>	<b>\$138,040.00</b>	<b>\$139,393.00</b>	<b>\$139,393.00</b>	<b>\$686,964.00</b>

The Parties agree that Grantee shall provide total matching funds in the amount of **\$62,451.00**.

5. **ATTACHMENT A.5, FY2021 STATEMENT OF WORK**, is amended and replaced in its entirety with **ATTACHMENT A.6, FY2022 STATEMENT OF WORK**.
6. **ATTACHMENT C.5, FFATA CERTIFICATION FORM** is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. This Amendment shall be effective on July 1, 2021, or the date last signed below, whichever is later.
8. Except as amended or modified by this Amendment No.5, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR AMENDMENT NO. 5  
SYSTEM AGENCY CONTRACT NO. 537-18-0153-00001**

**DEPARTMENT OF STATE HEALTH SERVICES    HAYS COUNTY LOCAL HEALTH DEPARTMENT**

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

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

Ruben Becerra

Hays County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR RESPECTIVE  
TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A.6 - FY2022 STATEMENT OF WORK**

**ATTACHMENT C.5- FFATA CERTIFICATION FORM**

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

#### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness.
- B.** Perform the activities required under this Contract in the following county/ies: Hays County.
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Address the following public health emergency preparedness capabilities:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
  - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and

## ATTACHMENT A.6

### FY2022 STATEMENT OF WORK

July 1, 2021 through June 30, 2022

epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

- E.** Match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.

Grantee will provide matching funds in the amount of ten percent (10%) of the Contract amount as set forth in **Attachment B, Budget**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

- requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F.** In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the Assigned Contract Manager in writing when this provision is implemented.
- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- J.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- K.** Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- L.** Submit the Work Plan and Vulnerable Populations Plan that encompass the Contract term to the System Agency to the Department of State Health Services ("DSHS") Center for Health Emergency Preparedness and Response ("CHEPR") within an established timeframe and submission method designated by the Contractual Requirements Schedule.

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

- M.** Submit a current Integrated Preparedness (Plan (“IPP”; formerly the Multi-Year Training and Exercise Plan [“MYTEP”])), which must include at least four years of progressive exercise planning, to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule, using the template provided by System Agency.
- N.** Submit at least one After Action Review/Improvement Plan (“AAR/IP”). All AAR/IPs must be submitted to the System Agency within 60 calendar days, or 90 calendar days for Real World Incident (“RWI”), of the completion of the exercise/response within an established timeframe and submission method designated by the Contractual Requirements Schedule. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.
- O.** Complete and submit the Expanded Operational Readiness Review (“ORR”) to CDC and upload supporting documentation to the System Agency via the DSHS CHEPR External SharePoint site by April 1, 2022. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- P.** Submit the End-of-Year Performance Report to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule.
- Q.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term, if meetings resume during the Contract term. Submit evidence of attendance, within an established timeframe designated by the Contractual Requirements Schedule.
- R.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- S.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- T.** When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- U.** Grantee may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms or furniture, or funding an award to another party or provider

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

who is ineligible.

- V.** None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- W.** Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with the Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of the Division for Regional and Local Health Operations, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- X.** Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- Y.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency contract manager.
- Z.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- AA.** Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.
- BB.** At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency.

System Agency Contract No. 537-18-0153-00001

Page 6

## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

- CC.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
  2. Texas Health and Safety Code Chapter 81; and
  3. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.
- DD.** Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.
- EE.** Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.
- FF.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

## **II. PERFORMANCE MEASURES**

- A.** The System Agency will monitor the Grantee’s performance of the requirements in this **Attachment A.6** and compliance with the Contract’s terms and conditions.
- B.** Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee’s project as provided in Section I. Grantee must also demonstrate adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.
- C.** System Agency will send a Contractual Requirements Schedule for reporting these Performance Measures within thirty (30) days of the Contract start date.

## **III. INVOICE AND PAYMENT**

- A.** Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) monthly and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A).



## **ATTACHMENT A.6**

### **FY2022 STATEMENT OF WORK**

July 1, 2021 through June 30, 2022

Additionally, the Grantee will submit the Match Certification Form (B-13A), at the end of the fourth quarter. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, TX 78714-9347  
FAX: (512) 458-7442  
EMAIL: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)

B-13s and supporting documentation should be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) & cc your Assigned Contract Manager.

FSRs should be sent to: [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) & cc your Assigned Contract Manager.

- B.** Grantee will be reimbursed on a monthly basis and in accordance with **ATTACHMENT B, BUDGET** of the Contract.
- C.** System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- D.** Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.

## Attachment C.5

### Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a> <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>	DUNS Number: 9-digits Required <a href="http://www.sam.gov">www.sam.gov</a> <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; display: inline-block; width: 300px; height: 20px; margin-top: 5px;"></div>	

Printed Name of Authorized Representative  Ruben Becerra	Signature of Authorized Representative
Title of Authorized Representative  Hays County Judge	Date

## Attachment C.5

### Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:**

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

**Provide compensation information here:**

## Certificate Of Completion

Envelope Id: C2CB8320403348D49D1D0B9C1D0B3B16

Status: Sent

Subject: Amending \$686,964; 537-18-0153-00001; Hays County Public Health District A-5; DSHS/CPS/HAZARDS

Source Envelope:

Document Pages: 20

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Texas Health and Human Services Commission

AutoNav: Enabled

1100 W. 49th St.

Envelopeld Stamping: Enabled

Austin, TX 78756

Time Zone: (UTC-06:00) Central Time (US & Canada)

PCS\_DocuSign@hhsc.state.tx.us

IP Address: 167.137.1.16

## Record Tracking

Status: Original

3/29/2021 10:13:52 AM

Holder: Texas Health and Human Services

Commission

PCS\_DocuSign@hhsc.state.tx.us

Location: DocuSign

## Signer Events

### Signature

### Timestamp

Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

Hays County

Security Level: Email, Account Authentication  
(None)

Sent: 3/30/2021 1:18:50 PM

Viewed: 4/5/2021 3:14:12 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Gruber

David.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

CMS inbox

cmucontracts@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

Sent: 3/30/2021 1:18:50 PM

Beverly Taylor

beverly.taylor@dshs.texas.gov

Contract Manager

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

**COPIED**

Sent: 3/30/2021 1:18:49 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Mike Jones mike.jones@co.hays.tx.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/30/2021 1:18:50 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/30/2021 1:18:50 PM
---------------	------------------	----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$18,929.00 were received.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$18,929.00

#### LINE ITEM NUMBER

001-618-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office is seeking approval to budget insurance proceeds received for vehicle repairs. The County has received a total of \$18,929.00 from Texas Association of Counties.

Budget Amendment

Increase Vehicle Maintenance & Repair: 001-618-00.5413

Increase Compensation for Loss: 001-618-00.4680

## 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 out of state travel for Sergeant Juan Villarreal, Corporal Benjamin Gieselman, and Deputy Adam Krueger to attend the FEMA Field Force Operations and Bombing Prevention Awareness Course on May 10-15, 2021 in Anniston, Alabama.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 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
CUTLER	INGALSBE	N/A

#### SUMMARY

Out of state travel is needed to send Sgt. Juan Villarreal, Cpl. Benjamin Gieselman and Deputy Adam Krueger to attend the FEMA Field Force Operations and Bombing Prevention Awareness Course on May 10-15, 2021 in Anniston, Alabama.

The three-day Field Force Operations course provides law enforcement officers with instruction on protest types and actions, legal considerations, responsibilities of mobile field force teams, and crowd-control methods. The course culminates with a series of hands-on activities that allow responders to practice all of the learned skills (baton-holding positions, mass-arrest procedures, and riot-control formations) in a realistic context. This course would be beneficial for the C and C element of the Strike Team to obtain FEMA Certification and to hone their skills on how to properly deal with Civil Unrest.

The Bombing Prevention Awareness course provides an introduction to the terrorist attack cycle, an overview of IEDs, homemade explosives, and a response to suspicious behaviors and items. This basic awareness is used to enhance bombing prevention measures.

FEMA will be covering all fees including registration, lodging, per diem, transportation, and airfare. This training will be of no cost to the Sheriff's Office.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office received a donation of \$500.00 from the San Marcos Lion's Club and request for the donation to be used for the Victim Service Program.

##### Budget Amendment

Increase 001-618-99-899.4610 Contributions      \$500.00  
Increase 001-618-99-899.5201 General Supplies      \$500.00



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Ratify the acceptance of a \$375.00 donation to the Sheriff's Office Community Outreach Division and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$0.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office Community Outreach Division received a donation of \$375.00 from the San Marcos Lions Club. They are requesting for the donation to be used towards supplies and materials for the 2021 Jr. Deputy program.

Budget Amendment  
Special Projects Fund  
Increase 052-618-00.4610 Contributions \$375.00  
Increase 052-618-00.5222 Crime Prevention \$375.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office Jail Division to use existing funds to purchase a safety cage ladder valued at \$3,863.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$3,863.00

#### LINE ITEM NUMBER

001-618-03.5719\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office, Jail Division is in need of a Safety Cage Ladder for the new Jail addition. It will be installed on the exterior of the new Jail providing secure access to the roof for staff and contractors to service the A/C units and move materials without entering the jail. No additional funds are needed; funds have been identified in the Jail budget.

Budget Amendment

Decrease 001-618-03.5207 Building Maintenance Supplies

Increase 001-618-03.5719\_400 Miscellaneous Equipment Operating Expense

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Sheriff's Office Jail Division to use existing funds to purchase a sewer video camera valued at \$840.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$840.00

#### LINE ITEM NUMBER

001-618-03.5719\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Sheriff's Office, Jail Division needs a sewer video camera package for inspecting the underground drain systems. The inspections will serve clear color images showing any discrepancies in the piping. No additional funds are needed; funds have been identified in the Jail budget.

Budget Amendment

Decrease 001-618-03.5207 Building Maintenance Supplies

Increase 001-618-03.5719\_400 Miscellaneous Equipment Operating Expense

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance for the FY2020 funding under the State Criminal Alien Assistance Program (SCAAP).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 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
T. Crumley/ Cutler	BECERRA	N/A

#### SUMMARY

Under the State Criminal Alien Assistance Program (SCAAP), the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ) makes payments to eligible "states" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a particular 12-month "reporting period."

The "reporting period" for the FY 2020 program is July 1, 2018, through June 30, 2019. The amount of funding will be determined based on the inmate data that is submitted with the application. The application will be submitted electronically via. JustGrants.

## 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 and authorize the County Judge to sign a Resolution for submission of a grant application to the Texas Department of Agriculture, Texas Community Development Block Grant Program (TxCDBG) for water system improvements within the Cedar Oaks Mesa Water Supply Corporation service area.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 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
T. Crumley	SHELL	N/A

#### SUMMARY

The Cedar Oaks Mesa Water Supply Corporation has requested Hays County to sponsor a grant application to the Texas Department of Agriculture, Community Development Block Grant (TxCDBG) program for assistance to provide further water system improvements within the service area of the Corporation.

Previous actions by the Commissioners Court have enabled the County to secure administrative/management and engineering services for both the preparation of the grant application and subsequent implementation of the project should funding be awarded. Project funds in the amount of \$350,000 will be requested to replace undersized water lines, valves, provide service reconnections, and provide for engineering and grant administration services.

The TxCDBG program requires a 5% match to the grant amount request that will be met through funds provided by the Cedar Oaks Mesa Water Supply Corporation (\$17,500\*). Hays County has previously served to sponsor and administer TxCDBG program funding for the Cedar Oaks Mesa Water Supply Corporation.



**San Marcos, Texas**

**RESOLUTION**

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

A Resolution of the Commissioners Court of Hays County, Texas authorizing the submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture Office of Rural Affairs for the Community Development Fund and authorizing the County Judge to act as the County's executive officer and authorized representative in all matters pertaining to the County's participation in the Texas Community Development Block Grant Program.

**WHEREAS**, the Commissioners Court of Hays County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, it is necessary and in the best interest of Hays County to apply for funding under the Texas Community Development Block Grant Program;

**NOW, THEREFORE, BE IT RESOLVED** By the Commissioners Court of Hays County, Texas:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000 of grant funds to provide water improvements.
4. That the Commissioner's Court directs and designates the following to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program:
  - a. The County Judge shall serve as the County's Chief Executive Officer and Authorized Representative to execute this application and any subsequent contractual documents;
  - b. The County Judge are authorized to execute environmental review documents between the Texas Department of Agriculture and the County; and
  - c. If this application is funded, the County Judge, Commissioners Court, and County Auditor are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the County is committing \$17,500.00 from the Cedar Oaks Mesa Water Supply Corporation as a cash contribution toward the local match for this project.

ADOPTED THIS THE 13<sup>TH</sup> DAY OF APRIL 2021

**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

Adopt and authorize the County Judge to sign a Resolution and enter into an Interlocal Agreement with the Cedar Oak Mesa Water Supply Corporation for submission of a grant application to the Texas Department of Agriculture, Texas Community Development Block Grant Program for funding and implementing water system improvements.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

N/A

AUDITOR REVIEW:

N/A

#### REQUESTED BY

T. Crumley

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

The Cedar Oaks Mesa Water Supply Corporation (COMWSC) has requested Hays County to sponsor a grant application to the Texas Department of Agriculture, Community Development Block Grant (TxCDBG) program for assistance to provide further water system improvements within the service area of the Corporation.

Previous actions by the Commissioners Court have enabled the County to secure administrative/management and engineering services for both the preparation of the grant application and subsequent implementation of the project should funding be awarded. The proposed Interlocal Agreement (ILA) formalizes sponsorship of the TxCDBG project application and administration by Hays County and partnership with the COMWSC. The ILA and a similar Resolution have been authorized and executed by the COMWSC governing Board.



San Marcos, Texas

**RESOLUTION**

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

A Resolution of the Commissioners Court of the County of Hays, Texas hereby authorizing the County Judge to enter into an Interlocal Agreement with the Cedar Oak Mesa Water Supply corporation (WSC) for completion of the Texas Community Development Block Grant Program project for water improvements for the service area of the Cedar Oak Mesa WSC.

**WHEREAS**, the Cedar Oak Mesa WSC is the provider of water service in the Cedar Oak Mesa WSC service area; and

**WHEREAS**, Hays County is applying for funding under the Texas Community Development Block Grant Program for funding to provide water system improvements in the Cedar Oak Mesa WSC service area; and

**WHEREAS**, Hays County wishes to enter into an Interlocal Agreement with the Cedar Oak Mesa WSC to facilitate the successful completion of that project;

**NOW, THEREFORE, BE IT RESOLVED** By the Commissioners Court of Hays County, Texas

1. That the County Judge is hereby authorized to enter into an Interlocal Agreement with the Cedar Oak WSC.
2. That the County will act as the grantee for the Texas Community Development Program Block Grant funds from the Texas Department of Agriculture.
3. That the County will, upon completion of the project, transfer the water system improvements resulting from the grant to the Cedar Oak Mesa WSC.

ADOPTED THIS THE 13<sup>th</sup> DAY OF APRIL, 2021.

---

**Ruben Becerra - Hays County Judge**

ATTEST:

---

**Elaine Cardenas, MBA, PhD**  
**Hays County Clerk**



# INTERLOCAL AGREEMENT

**Hays County  
and  
Cedar Oak Mesa Water Supply Corporation  
Texas Community Development Block Grant Program Project**

THE STATE OF TEXAS     §

COUNTY OF HAYS §

**THIS AGREEMENT** made and entered into by and between Hays County, Texas (County) acting by and through its County Judge pursuant to a resolution duly passed by its Commissioners' Court and the Cedar Oak Mesa Water Supply Corporation (COMWSC) acting by and through its President pursuant to a resolution duly passed by its Board of Directors hereby agree and covenant as follows:

**WHEREAS**, said County and COMWSC, pursuant to the authority found in Chapter 791 Government Code, Interlocal Cooperation Contracts, have determined that providing water service is beneficial to the health, welfare and safety of the residents of the service area of the COMWSC and County, and

**WHEREAS**, the County can apply for a grant of \$350,000 from the Texas Department of Agriculture under the Texas Community Development Block Grant Program to make water system improvements for the service area of the COMWSC, and

**WHEREAS**, said County and COMWSC agree it is beneficial to share the responsibility of providing this water service,

**NOW THEREFORE**, the County and the COMWSC agree as follows:

- I. The County shall apply for funding, and if funded, serve as the grantee for the Texas Community Development Block Grant Program funds awarded by the Texas Department of Agriculture and maintain all program and financial records as may be required by the Texas Department of Agriculture. The County shall be subject to audit requirements of the State.
- II. The County has contracted with qualified grant administration and professional engineering firms to serve as the project grant administrator and project engineer.
- III. The County shall, with the assistance of the COMWSC, review and award the construction contract for the water system improvements funded under the grant. The COMWSC shall accept all improvements resulting from the County's contract with the

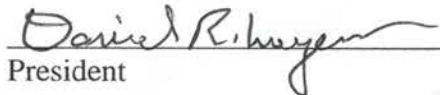
Texas Department of Agriculture and shall totally maintain these improvements as a part of its water system.

- IV. The County shall, upon completion of the construction requirements of the project transfer the water system improvements resulting from its contract with the Texas Department of Agriculture to the COMWSC.
- V. This Agreement shall be for a term of three years or for the duration of the County's contract with the Texas Department of Agriculture.

Executed this the 6 day of April, 2021.

**CEDAR OAK MESA WATER SUPPLY CORPORATION**

ATTEST:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**HAYS COUNTY**

ATTEST:

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

\_\_\_\_\_  
County Clerk

## RESOLUTION

A RESOLUTION OF THE CEDAR OAK MESA WATER SUPPLY CORPORATION BOARD OF DIRECTORS IN HAYS COUNTY, REQUESTING HAYS COUNTY TO APPLY FOR FUNDING AND COMMITTING MATCHING FUNDS FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) PROGRAM, COMMUNITY DEVELOPMENT FUND APPLICATION TO BE SUBMITTED TO THE TEXAS DEPARTMENT OF AGRICULTURE OFFICE OF RURAL AFFAIRS.

WHEREAS, the Cedar Oak Mesa Water Supply Corporation desires to make improvements to the water system that will principally serve persons of low/moderate income;

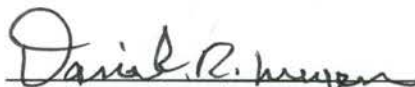
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and


WHEREAS, it is necessary and in the best interest of Cedar Oak Mesa Water Supply Corporation to request that Hays County apply for funding under the 2021-2022 Texas Community Development Block Grant (TxCDBG) Program, Community Development Fund for water system improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CEDAR OAK MESA WATER SUPPLY CORPORATION:

1. That Cedar Oak Mesa Water Supply Corporation requests that Hays County apply for funding under the Texas Community Development Block Grant (TxCDBG) Program for the Community Development Fund on behalf of the Water Supply Corporation through Hays County with the Texas Department of Agriculture.
2. That Cedar Oak Mesa Water Supply Corporation dedicates \$17,500.00 in cash to the County for the match for the County's application under the Community Development Fund.
3. The Cedar Oak Mesa Water Supply Corporation will take ownership and maintenance of the water system improvements, once completed.

PASSED AND APPROVED THIS THE 6 day of April, 2021.

  
\_\_\_\_\_  
President, Board of Directors  
Cedar Oak Mesa Water Supply Corporation

  
\_\_\_\_\_  
Secretary  
Cedar Oak Mesa Water Supply Corporation

## 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 execution of Amendment NO. 2 with the Department of State Health Services (DSHS) for the FY22/23 Emerging and Acute Infections Disease (IDCU/SUR) grant program in the amount of \$330,000.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	

#### LINE ITEM NUMBER

120-675-99-094]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Amendment no. 2 renews the contract for an additional two-year term and to receive the annual amount of \$82,500 for a total of \$330,000.00. Funds will be utilized for personnel to perform surveillance and epidemiology activities for all notifiable conditions and disease outbreaks with an emphasis on conditions reported through the National Electronic Disease Surveillance System (NEDSS).

Contract Name: DSHS IDCU/SUR Amendment No. 2

Contract No.: HHS000436300015

Contract Date: 9/1/2021 - 8/31/2023

Attachment: Department of State Health Services Contract No. HHS000436300015 Amendment No. 2

**DSHS CONTRACT NO. HHS000436300015**  
**AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES (“SYSTEM AGENCY”)** and **HAYS COUNTY HEALTH DEPARTMENT (“GRANTEE”)**, collectively referred to as the "Parties," to that certain Grant Contract effective September 1, 2019 and denominated DSHS Contract No. HHS000436300015 (“Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to exercise the option to renew the contract term; and

**WHEREAS**, DSHS desires to revise the Scope of Work and Budget.

**NOW, THEREFORE**, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Contract, **DURATION** is hereby amended to reflect a revised termination date of August 31, 2023.
2. **SECTION IV** of the Contract, **BUDGET** is hereby amended to add **\$82,500.00** for the period of September 1, 2021 through August 31, 2022 and **\$82,500.00** for the period of September 1, 2022 through August 31, 2023 to the Contract. The total not to exceed amount of the Contract is increased to **\$330,000.00**.

Expenditures may not exceed the above allocated amounts within the specified timeframes. All expenditures under the Contract will be in accordance with **ATTACHMENT B-1 REVISED BUDGET**.

3. **SECTION VI** of the Contract, **SERVICES, PERFORMANCE MEASURES AND REPORTING REQUIREMENTS**, is hereby amended to add the following language:

Grantee understands and agrees that upon the Effective Date (as defined below) of this Amendment, Grantee will be responsible for performing all services proposed in the Statement of Work, attached hereto as **ATTACHMENT A-2, REVISED STATEMENT OF WORK** in accordance with all federal and state laws applicable to this Contract. Further, Grantee shall be subject to the performance measures and reporting requirements as stated in **ATTACHMENT A-2, REVISED STATEMENT OF WORK**.

4. **ATTACHMENT A-1** of the Contract, **REVISED STATEMENT OF WORK** is hereby amended and replaced in its entirety with **ATTACHMENT A-2, REVISED STATEMENT OF WORK**.
5. **ATTACHMENT B** of the Contract, **BUDGET** is hereby supplemented with the addition of **ATTACHMENT B-1, SUPPLEMENTAL BUDGET**.
6. This Amendment shall be effective as of **September 1, 2021**.
7. Except as amended and modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

8. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE FOR AMENDMENT No. 2 DSHS  
CONTRACT No. HHS000436300015**

**SYSTEM AGENCY**

**GRANTEE**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HAYS COUNTY HEALTH DEPARTMENT**

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

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

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENT IS ATTACHED TO THIS AMENDMENT AND ITS RESPECTIVE  
TERMS ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:**

**ATTACHMENT A-2 REVISED STATEMENT OF WORK**

**ATTACHMENT B-1 SUPPLEMENTAL BUDGET**

## ATTACHMENT A-2 REVISED STATEMENT OF WORK

### I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Be responsible for performing all activities contained in this Statement of Work. Items I through M are performance measures and are evaluated by DSHS Emerging and Acute Infectious Disease Unit ("Unit"). The performance measures reflect the level of performance of the Grantee.
- B. Perform surveillance and epidemiology activities for all notifiable conditions with an emphasis on conditions reported through the National Electronic Disease Surveillance System (NEDSS). Activities must be performed whether the Grantee uses NEDSS for disease reporting or not. Information on the NEDSS notifiable conditions can accessed at <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources>, file name "Program Areas in NBS Reportable Disease 2016.xlsx.
- C. Use NEDSS as the primary surveillance system. If Grantee wishes to use an alternative primary surveillance system, it requires an implementation plan be negotiated and approved by the Unit and Grantee to ensure data is shared between both systems.
- D. Adhere to the Unit updated guidance when conducting surveillance and epidemiology activities including, but not limited to:
  1. The Emerging and Acute Infectious Disease Guidelines <http://www.dshs.texas.gov/IDCU/investigation/Investigation-Guidance.doc>;
  2. NEDSS Data Entry Guide- <https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/>; and
  3. Epi-Case Criteria Guide- <https://www.dshs.texas.gov/IDCU/investigation/epi-case-criteria-guide/2020-Epi-Case-Criteria-Guide.pdf>.
- E. Conduct timely monitoring and management of incoming infectious disease laboratory reports. Ensure laboratory reports are entered into NEDSS when submitting a notification on a notifiable condition investigation.
- F. Maintain knowledge of all health care facilities, providers, and laboratories in the Grantee's jurisdiction that are processing infectious disease laboratory reports not received through NEDSS. Provide technical assistance to these facilities, providers, and laboratories to ensure there is an established method for receiving and processing laboratory reports in a timely manner.
- G. Ensure laboratories are contacted one-hundred percent (100%) of the time regarding the submission of required isolates for notifiable conditions reportable through NEDSS. Verify the isolates or those related to outbreak investigations have or will be submitted for confirmatory and/or molecular testing to the DSHS laboratory in Austin, Texas or to another public health laboratory as designated by DSHS and previously approved by the Unit. For a list of these notifiable conditions, see footnote #3 of the Texas Notifiable Disease Conditions document accessed at <https://www.dshs.texas.gov/IDCU/investigation/Notifiable-Conditions.aspx>.



**H. Ensure the Epidemiologist(s):**

1. Conducts case and outbreak investigations on notifiable conditions reported through NEDSS;
2. Provides technical assistance and guidance to other Grantee staff (e.g. communicable disease nurses) who are conducting case and outbreak investigations, responding to disease reports, implementing measures to prevent further spread of disease, or coordinating prophylactic measures where appropriate; and
3. Assesses the quality of surveillance data, perform analyses on surveillance data, and prepare situational updates on outbreaks.

**I. Attempt to complete one-hundred percent (100%) of questionnaires requested by the Unit. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after the date requested by the Unit. Completed questionnaires include those in which the patient is contacted but refuses to answer a portion of or the entire questionnaire. Questionnaires for which no contact is made with the patient do not constitute a completed interview.**

This applies to the notifiable conditions in this table.

Listeriosis	Salmonellosis Clusters
Shiga toxin-producing Escherichia coli (STEC) Clusters	

**J. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated Unit epidemiologist or to fax number (512) 776-7616 no later than one (1) business day after completion of interview.**

This applies to the notifiable conditions in this table.

Cholera	Influenza A novel/variant
Listeriosis	Novel coronavirus
Salmonellosis Clusters	Shiga toxin-producing Escherichia coli (STEC) Clusters
Vibrio parahaemolyticus	Vibrio vulnificus infection
Vibriosis other or unspecified	

**K. For the notifiable condition Salmonellosis Clusters, attempt to complete questionnaires related to outbreaks and notifiable conditions by making a documented effort to contact the patient at least three (3) times, on different days, during normal business hours (8:00 a.m. – 5:00 p.m.). If these attempts fail, Grantee must make an effort to contact the patient at least once after normal business hours. Questionnaires where efforts to contact the patient were unsuccessful are considered lost to follow-up and are not considered a completed questionnaire.****L. Investigate and document, through NEDSS, at least seventy-five percent (75%) of risk behavior and exposure information on select case investigations. This applies to the notifiable condition Hepatitis B, acute.****M. For the conditions listed in the following table, investigate and document at least ninety percent (90%)**

of confirmed and probable notifiable conditions correctly and completely within thirty (30) days of initial report.

Amebic meningitis/encephalitis, other	Amebic meningoencephalitis, primary (PAM)
Botulism foodborne	Botulism, infant
Botulism other/unspecified	Botulism wound
Campylobacteriosis	<i>Candida auris</i>
Carbapenem-resistant Enterobacteriaceae (CRE)	Cholera
Cryptosporidiosis	Cyclosporiasis
Ebola hemorrhagic fever	Hemolytic uremic syndrome post diarrheal
Hepatitis E acute	Influenza A novel/variant
Influenza-associated pediatric mortality	Legionellosis
Listeriosis	Novel coronavirus
Salmonella Paratyphi	<i>Salmonella</i> Typhi
Salmonellosis, non-Paratyphi/non-Typhi	Shiga toxin-producing <i>Escherichia coli</i> (STEC)
Shigellosis	Vancomycin-intermediate <i>Staphylococcus aureus</i> (VISA)
Vancomycin-resistant <i>Staphylococcus aureus</i> coagulase-positive (VRSA)	<i>Vibrio parahaemolyticus</i>
<i>Vibrio vulnificus</i> infection	Vibriosis other or unspecified
Yersiniosis	

- N. Respond to each quarterly report provided by the Unit regarding results for performance measures I through M. Responses are due twenty (20) business days after the date the quarterly report was provided by the Unit. Responses must be submitted by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov).
- O. Follow corrective action plan issued by the Unit for any performance measure needing improvement.
- P. Maintain open communication with other local health departments, regional health departments, and/or the Unit as necessary to ensure investigations are conducted efficiently and expeditiously.
- Q. Follow the Grantee's established process for notifying another public health entity when a known or potential case or an exposed contact resides in that public health entity's jurisdiction. The notification must begin within one (1) business day.
- R. Ensure the respective regional health department and the Unit are informed of certain suspected cases and outbreaks. Also keep the regional health department and the Unit up-to-date on significant developments for the duration of those investigations.
- S. Educate, inform, and train the medical community and local providers on the importance of reporting notifiable conditions within Contractors jurisdiction. Ensure that providers collecting and shipping specimens for testing by the DSHS Laboratory adhere to collecting and shipping guidance in the Emerging and Acute Infectious Disease Guidelines.
- T. Present local training on epidemiology and surveillance related rules and regulations as requested. Conduct local level data analysis and utilize recent data findings to target and share recommendations/best practices for preventing disease spread.

- U.** Participate in outbreak/cluster-related conference calls and responses relevant to the Grantee's jurisdiction as directed by DSHS.
- V.** Participate in conference calls, scheduled by the Unit, specific to this SOW to provide updates, progress reports, and other necessary communications.
- W.** Work with DSHS during any technical reviews and quality assurance visits conducted by DSHS;
- X.** Provide epidemiology surge capacity to surrounding jurisdictions in the event of a major statewide or regional outbreak or disaster, as directed by DSHS.
- Y.** Retain Epidemiologist(s), as specified in the approved budget, dedicated to conducting infectious disease surveillance and epidemiology activities. The Epidemiologist(s) must have a Master of Public Health (MPH) or equivalent degree, or at least two years working experience as an Epidemiologist performing infectious disease epidemiology and surveillance activities.
- Z.** Require its staff to attend training, conferences, and meetings, as directed by the Unit. Epidemiologist(s) funded by this contract will be required to attend the workshop and training listed below. Should additional funding become available, other DSHS sponsored training, workshops, and conferences may be attended with prior Unit approval.
  1. The annual Epidemiology and Laboratory Capacity (ELC) Workshop conducted by the Unit or another Unit-approved substitute training; and
  2. The DSHS NEDSS training, including certification, to be completed within sixty (60) days of hire (if not already a certified NEDSS user).
- AA.** Obtain prior approval from the Unit of any redirection of duties for Epidemiologist(s) funded by this contract.
- BB.** Notify the Unit within forty-eight (48) hours of any personnel actions, including the details and outcome of such actions, involving any staff funded by this contract. A written report will be submitted to the Unit within seventy-two (72) hours of the personnel actions. Personnel actions include issues that develop regarding violations of the project, state, and/or Federal policies, procedures, requirements, and laws.
- CC.** Ensure staff funded by this contract are compliant with the following Texas rules and statute related to infectious disease data confidentiality and security:
  1. Texas Administrative Code (TAC), Title 25 Health Services, Section 97.10-  
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tl oc=&p\\_ploc=&pg=1&p\\_tac=&ti=25&pt=1&ch=97&rl=10](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tl oc=&p_ploc=&pg=1&p_tac=&ti=25&pt=1&ch=97&rl=10); and
  2. Texas Health and Safety Code 81.046-  
<https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.81.pdf>.
- DD.** Ensure newly hired staff funded by this contract successfully complete local confidentiality and security training 30 days from hire and continue to receive refreshed training as appropriate thereafter.

- EE.** Continue to monitor for breaches in confidential data and security of protected health information. If a breach is found, please follow local health department plans for reporting a confidentiality data or protected health information breach and notify the Unit.
- FF.** Continue to use established communication procedures when relaying patient documentation for jurisdictions located outside of Texas regarding patients that live in that jurisdiction.
- GG.** Coordinate with the appropriate Unit staff member when an investigation in the grantee jurisdiction extends outside of Texas and is considered high profile (e.g. involvement from the Commissioner of Health).
- HH.** Submit a monthly report that lists all reported clusters and outbreaks along with information on investigation findings on the tracking sheet provided by the Unit. Monthly reports are due on or before the 15th of each month. Each report must cover activities that occurred during the preceding month. Submit monthly reports by electronic mail to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). All reports should be clearly identified with the Grantees Name, Contract Number, IDCU/SUR, and the month the report covers. Monthly reports are required even if no activities were conducted during the reporting period.
- II.** Provide a written report, when requested by the Unit, detailing at least three (3) success stories relating to disease investigations and/or epidemiological work conducted by staff funded by this contract.
- JJ.** Complete the Vacancy Report whenever an Epidemiologist position funded by this Contract becomes vacant and when the vacancy is filled. Within five (5) business days of the vacancy, the Vacancy Report must be submitted by email to [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov). Vacant positions existing for more than sixty (60) days may result in a decrease in funds.
- KK.** Grantee shall initiate the purchase of all Equipment approved in writing by the DSHS in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of Equipment may result in the loss of availability of funds for the purchase of Equipment. Requests to purchase previously approved Equipment after the first quarter in the Contract must be submitted to the assigned DSHS contract manager.
- LL.** Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- MM.** Grantee shall maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report (GC-11) located at <http://www.dshs.state.tx.us/grants/forms.shtm> by e-mail to [COSSequip@dshs.texas.gov](mailto:COSSequip@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) not later than October 15 of each year.
- NN.** DSHS funds must not be used to purchase buildings or real property without prior written approval from the DSHS. Any costs related to the initial acquisition of the buildings or real property are not

allowable without written pre-approval.

## II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in **ATTACHMENT A-2 REVISED STATEMENT OF WORK** and compliance with the Contract's terms and conditions.

## III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. Voucher and any supporting documentation will be mailed, submitted by fax, or submitted by electronic mail to the addresses/number below.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49th Street  
P.O. Box 149347  
Austin, Texas 78714-9347  
FAX: (512) 776-7442  
EMAIL: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov)  
EMAIL: [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov)  
EMAIL: [EAIDBcontracts@dshs.texas.gov](mailto:EAIDBcontracts@dshs.texas.gov)

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B-1 REVISED BUDGET** of this Contract. Travel costs must not exceed General Services Administration (GSA) rates located at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the Grantee has an established travel policy that has been reviewed and approved by DSHS.
- C. Grantee will submit requests for reimbursement (Form B-13) and financial expenditure template monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to the DSHS upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable then the Grantee will reimburse DSHS for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSR) located at <http://www.dshs.state.tx.us/grants/forms.shtm> by email to [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) by the last business day of the month following the end of each quarter of the Contract for DSHS review and financial assessment.
- E. Grantee will submit request for reimbursement (B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the DSHS office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR for the service period of September 1, 2021 through August 31, 2022 by October 20, 2022. Grantee will submit a final FSR for the service period of September 1, 2022 through August 31, 2023 by October 20, 2023.

## ATTACHMENT B-1 SUPPLEMENTAL BUDGET

Contract No. HHS000436300015

<b>Categorical Budget</b>	<b>September 1, 2021 to August 31, 2022</b>	<b>September 1, 2022 to August 31, 2023</b>	<b>Total Contract Amount</b>
PERSONNEL	\$53,662.00	\$53,662.00	\$107,324.00
FRINGE BENEFITS	\$22,968.00	\$22,968.00	\$45,936.00
TRAVEL	\$1,288.00	\$1,288.00	\$2,576.00
EQUIPMENT	\$0.00	\$0.00	\$0.00
SUPPLIES	\$3,832.00	\$3,832.00	\$7,664.00
CONTRACTUAL	\$0.00	\$0.00	\$0.00
OTHER	\$750.00	\$750.00	\$1,500.00
TOTAL DIRECT CHARGES	\$82,500.00	\$82,500.00	\$165,000.00
INDIRECT CHARGES	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$82,500.00</b>	<b>\$82,500.00</b>	<b>\$165,000.00</b>

## Certificate Of Completion

Envelope Id: 4DCD512746014E61AABE674F30E0A4C4	Status: Sent
Subject: Amending \$330,000.00; HHS000436300015; Hays County Health A-2; DSHS/LIDS-IDCU/SUR	
Source Envelope:	
Document Pages: 17	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 172.56.6.27

## Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
4/7/2021 11:56:18 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

## Signer Events

Signature	Timestamp
Ruben Becerra	Sent: 4/7/2021 5:17:08 PM
judge.becerra@co.hays.tx.us	
Hays County Judge	
Hays County	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer Sims  
Jennifer.Sims@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

Signature	Timestamp
-----------	-----------

## Editor Delivery Events

Status	Timestamp
--------	-----------

## Agent Delivery Events

Status	Timestamp
--------	-----------

## Intermediary Delivery Events

Status	Timestamp
--------	-----------

## Certified Delivery Events

## Carbon Copy Events

Status	Timestamp
CMS inbox	Sent: 4/7/2021 5:17:08 PM
cmucontracts@dshs.texas.gov	
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Caeli Paradise	Sent: 4/7/2021 5:17:07 PM
Caeli.paradise@dshs.texas.gov	
Contract Manager	
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	

**COPIED**

**COPIED**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Ian Harris ian.harris@co.hays.tx.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/7/2021 5:17:08 PM Viewed: 4/8/2021 8:58:44 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	4/7/2021 5:17:08 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
----------------	--------	------------



## 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 Human Resources Department to purchase one Dell Latitude 5520 with accessories for the Communications Manager and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$1,218

#### LINE ITEM NUMBER

001-677-00.5712\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	SHELL	N/A

#### SUMMARY

The surface pro for the Communications Manager is seven years old, is malfunctioning and no longer under warranty. An upgraded laptop is needed due to the type of work performed, including; use and storage of large video and photo files, as well as video editing and graphic design. Funds are available within the operating budget for this equipment.

Attached: Dell Quote #3000081565931.1  
DIR-TSO-3763  
Contract #C000000006841

Budget Amendment:  
Decrease Contract Services .5448  
Increase Data Supplies .5202 - \$212  
Increase Computer Equipment .5712\_400 - \$1,006



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

**Quote No.** 3000081565931.1  
**Total** \$1,216.72  
Customer # 9657350  
Quoted On Mar. 23, 2021  
Expires by Apr. 22, 2021  
Deal ID 17318888

Sales Rep Chris Minchew  
Phone (800) 456-3355, 6180234  
Email Chris\_Minchew@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
HAYS COUNTY - AUDITORS  
712 S STAGECOACH TRL STE  
1071  
SAN MARCOS, TX 78666-6247

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Chris Minchew

### Shipping Group

Shipping To	Shipping Method
Receiving Dept HAYS COUNTY 712 SOUTH STAGECOACH TRAIL STE. 1206 INFORMATION TECH SAN MARCOS, TX 78666 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200	\$34.64	1	\$34.64
Targus Citylite Laptop Case	\$40.41	1	\$40.41
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$170.79	1	\$170.79
Dell Latitude 5520	\$970.88	1	\$970.88

---

<b>Subtotal:</b>	<b>\$1,216.72</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,216.72</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,216.72</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

Receiving Dept  
HAYS COUNTY  
712 SOUTH STAGECOACH TRAIL  
STE. 1206 INFORMATION TECH  
SAN MARCOS, TX 78666  
(512) 393-2845

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200</b>	<b>1</b>	<b>\$34.64</b>

Estimated delivery if purchased today:

Mar. 31, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell adapter-USB Type-C to HDMI/VGA/Ethernet/USB 3.0 DA200	470-ABQN	-	1	-

	Quantity	Subtotal
<b>Targus Citylite Laptop Case</b>	<b>1</b>	<b>\$40.41</b>

Estimated delivery if purchased today:

Mar. 31, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	A0372709	-	1	-

	Quantity	Subtotal
<b>Dell Dock- WD19S 90w Power Delivery - 130w AC</b>	<b>1</b>	<b>\$170.79</b>

Estimated delivery if purchased today:

Jun. 04, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	1	-

Advanced Exchange Service, 3 Years	824-3984	-	1	-
------------------------------------	----------	---	---	---

Dell Limited Hardware Warranty	824-3993	-	1	-
--------------------------------	----------	---	---	---

	Quantity	Subtotal
<b>Dell Latitude 5520</b>	<b>1</b>	<b>\$970.88</b>

Estimated delivery if purchased today:

Jun. 03, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 BTX Base	210-AXVQ	-	1	-

11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHK	-	1	-
--	----------	---	---	---

Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
--	----------	---	---	---

No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
--	----------	---	---	---

Assembly base for 5520/3560	338-BXRY	-	1	-
-----------------------------	----------	---	---	---

I5-1135G7 Trans, Intel Iris Xe Graphics, Thunderbolt	338-BXSB	-	1	-
--	----------	---	---	---

non-vPro Manageability	631-ACTC	-	1	-
------------------------	----------	---	---	---

16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	1	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	1	-
HD Camera Bezel with Mic	325-BDZF	-	1	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits	391-BFPM	-	1	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	1	-
Single Pointing Backlit English US Keyboard and 10 Key Numpad	583-BHBG	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	1	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	1	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	1	-
65W Type-C Epeat Adapter	492-BCXP	-	1	-
US Power Cord	537-BBBL	-	1	-
Quick Start Guide	340-CTXV	-	1	-
Fixed Hardware Configuration	998-ENCU	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Packaging BTS 65W adapter + TGL CPU	340-CTZQ	-	1	-
ENERGY STAR Qualified	387-BBPI	-	1	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
No Accidental Damage Selected	981-4619	-	1	-

<b>Subtotal:</b>	<b>\$1,216.72</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$1,216.72</b>

## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions :** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms :** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only :** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

## 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 Sheriff's Office to replace one Dell Precision 3640 Computer valued at \$1,227.32 for the Dispatch Division and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$1,228

#### LINE ITEM NUMBER

001-656-99-149.5712\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

#### SUMMARY

The Dispatch Division at the Public Safety Division had a computer damaged as a result of the Winter Storm event. An insurance claim has been filed for damages and are anticipated to cover this replacement or funds that are available through the disaster declaration associated with DR-4586.

Attached: Dell Quote #3000081558280.1  
DIR-TSO-3763  
Contract #C000000006841

Budget Amendment:  
Increase Compensation for Loss .4680  
Increase Computer Equipment .5712\_400



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

**Quote No.** 3000081558280.1  
**Total** \$1,227.32  
Customer # 9657350  
Quoted On Mar. 23, 2021  
Expires by Apr. 22, 2021  
Deal ID 17318888

Sales Rep Chris Minchew  
Phone (800) 456-3355, 6180234  
Email Chris\_Minchew@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
HAYS COUNTY - AUDITORS  
712 S STAGECOACH TRL STE  
1071  
SAN MARCOS, TX 78666-6247

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Chris Minchew

### Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2845	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Precision 3640 Tower	\$1,227.32	1	\$1,227.32



---

<b>Subtotal:</b>	<b>\$1,227.32</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,227.32</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,227.32</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

MARVA PEARCE  
HAYS COUNTY - AUDITORS  
712 S STAGECOACH TRL STE 1206  
INFORMATIONTECH  
SAN MARCOS, TX 78666-6250  
(512) 393-2845

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Precision 3640 Tower</b>	<b>1</b>	<b>\$1,227.32</b>

Estimated delivery if purchased today:

Apr. 09, 2021

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-10700 (8 Core, 16M cache, base 2.9GHz, up to 4.8GHz) DDR4-2933	338-BVOL	-	1	-
HEATSINK for 65W CPU	412-AATI	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3640 Tower with 460W up to 90% efficient (80 Plus Gold) PSU, Advanced Front I/O with SD card reader	321-BFOF	-	1	-
32GB, 2x16GB, DDR4 UDIMM non-ECC memory	370-AFGF	-	1	-
AMD Radeon Pro WX 3200, 4GB, 4 mDP to DP adapter (Precision 3640)	490-BFXE	-	1	-
C2: M.2 SSD Boot + Optional M.2 SSD + 2.5" SATA	449-BBNM	-	1	-
No RAID	780-BBCJ	-	1	-
256GB PCIe NVMe Class 40 M.2 SSD	400-BFGN	-	1	-
No Hard Drive	400-AKZR	-	1	-
1TB 7200rpm SATA 2.5" HDD	401-ABWG	-	1	-
2.5" HDD Tray	575-BCFM	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Optical Drive	429-ABHB	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Intel® Management Engine disabled	631-ACPI	-	1	-
GPT is 100% required for all order	411-XXYB	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-

US Power Cord	450-AH DU	-	1	-
Quick setup guide	340-CR HV	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-COYI	-	1	-
Precision 3640, 460W Gold Reg Label DAO	389-DVQZ	-	1	-
Internal speaker	520-AARM	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 5.1	640-BBSE	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3640 Tower CTO BASE	210-AWEJ	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-

<b>Subtotal:</b>	<b>\$1,227.32</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$1,227.32</b>

## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions :** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm)

**Offer-Specific, Third Party and Program Specific Terms :** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only :** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Accept the delivery of the Constable Precinct 3 Internal Examination Report.

#### ITEM TYPE

CONSENT

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marisol Villarreal-Alonzo

#### SPONSOR

Click to Select  
Sponsor.

#### CO-SPONSOR

N/A

#### SUMMARY

The Internal Examination Report is attached.



## OFFICE OF THE COUNTY AUDITOR

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

Marisol Villarreal-Alonzo, CPA, MPA

Hays County Auditor

marisol.alonzo@co.hays.tx.us

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Vickie Dorsett

First Assistant County Auditor

vickie.dorsett@co.hays.tx.us

April 8, 2021

The Honorable Constable Don Montague

Hays County Constable Precinct 3

200 Stillwater Rd.

Wimberley, Texas 78676

Dear Constable Montague:

In accordance with subsection 115.002 and 115.0035 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the records of the Hays County Constable Precinct 3 Office. The scope of the internal examination consisted of all financial duties and responsibilities of the office during the period of April 1, 2018 to July 31, 2020. The Hays County Constable of Precinct 3 during this period was Ray Helm, who later resigned after an investigation conducted by the Texas Commission of Law Enforcement (TCOLE). On August 7, 2020, the Hays County Commissioners Court appointed Don Montague as Hays County Constable Precinct 3 to fill the unexpired term. Subsequently, Constable Montague was elected Hays County Constable of Precinct 3 for a four-year term starting on January 1, 2021.

Based on the internal examination, our review disclosed several internal control weaknesses and opportunities for improvement in the Constable Precinct 3 Office. Noted below are areas of opportunity for improvement along with recommendations in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

### **#1 Untimely Submission of Monthly Financial Revenue Reports**

Per authority statutorily granted by Local Government Code, Chapter 112.001, the Hays County Auditor's Office requires submission of monthly financial revenue reports from all offices that receive revenues and other funds and fees that belong to the County no later than thirty (30) days after end of month. The Constable Precinct 3 Office submitted the monthly revenue reports to the Auditor's Office in an untimely manner. Fourteen (14) of the twenty-eight (28), or fifty percent (50%) of the monthly revenue reports required during the review period were received more than one month after the required submission due date.

<b><u>Constable Pct 3 Monthly Revenue Report</u></b>	<b><u>Date Submitted to Auditor's Office</u></b>
Jan-19	3/18/2019
Feb-19	4/4/2019
Apr-19	6/5/2019
May-19	8/12/2019
Jun-19	8/12/2019
Jul-19	10/11/2019
Aug-19	10/11/2019
Oct-19	4/29/2020
Nov-19	4/29/2020
Dec-19	4/29/2020
Jan-20	4/29/2020
Feb-20	4/29/2020
Apr-20	6/10/2020
Jun-20	8/6/2020

### ***Recommendation***

The Auditor's Office recommends the Constable Precinct 3 Office implement internal controls that give reasonable assurance that will allow for the timely submission of monthly revenue reports. Timely financial reporting assists in providing reasonable assurance that revenues are properly accounted for, deposited with the County Treasury, and reported accurately.

### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The new Justice Clerk for Constable Precinct 3 Office has been trained by an experienced Justice Clerk that will allow for timely submissions of monthly revenue reports. This training will provide reasonable assurance that revenues are properly accounted for, deposited with the County Treasury, and reported accurately.

### **#2 Untimely Submission of Monthly Off-Duty Employment Report**

Monthly Off-Duty Employment Reports were submitted untimely to the Auditor's Office for 7 months during the review period. In addition, our review disclosed there was a significant decrease in revenues received when compared to prior periods. During the review period, a total of \$60.00 in off-duty employment vehicle use fees was earned by the Constable's Office compared to the preceding 15 months where the Constable Precinct 3 Office reported and collected a total of \$3,839.50 in off-duty employment vehicle use fees. Due to the circumstances surrounding Mr. Helm's resignation, the Auditor's Office was unable to rely on audit evidence received directly from Mr. Helm without obtaining appropriate, sufficient corroborating audit evidence. As such, the Auditor's Office requested monthly off-duty employment reports directly from the deputy constables currently employed in the office. The deputy constables were unwilling to provide their monthly off-duty employment report for the review period.

Texas Government Code, Section 441.158, provides for the issuance of records retention schedules for each type of local government, including a schedule for records common to all types of local

government. Per Section 2-2 of Local Schedule GR, record number GR1025-31c requires transaction summaries, defined as periodic summaries or reports of accounting transaction or activity by department, to be retained for two (2) years. In addition, Texas Local Government Code Chapter 114.003, identifies the penalty for failure to furnish the County Auditor with a reasonable request for a report as a misdemeanor. Without the availability of individual deputy constable off-duty employment reports for the review period, the Auditor's Office was unable to base an opinion regarding vehicle fees related to off-duty employment.

### ***Recommendation***

The Auditor's Office recommends the Constable Precinct 3 Office implement internal controls that give reasonable assurance that underlying records are retained in accordance with Local Schedule GR. Appropriately retained records will allow the County access to such underlying records in instances where overlying records are lost or deemed unreliable. In addition, the maintenance of County financial records is necessary for the proper accounting and auditing of County revenues by the County Auditor as required by Texas Local Government Code 115.002.

### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Constable Precinct 3 Office implemented internal controls that give reasonable assurance that underlying records are retained in accordance with Local Schedule GR. Appropriately retained records will allow the County access to such underlying records in instances where overlying records are lost or deemed unreliable. In addition, the maintenance of County financial records is necessary for the proper accounting and auditing of County revenues by the County Auditor as required by Texas Local Government Code 115.002.

### **#3 Untimely Closure of Receipt Tills**

The Constable Precinct 3 Office Odyssey system receipt tills were closed in an untimely manner. During the period under review, thirteen (13) receipt tills were closed more than seven (7) days after the till deposit date.

<b><u>Receipt Till Created</u></b>	<b><u>Receipt Till Deposited</u></b>	<b><u>Receipt Till Closed</u></b>
4/19/2018	4/19/2018	5/1/2018
7/9/2018	7/9/2018	7/24/2018
8/14/2018	8/14/2018	8/22/2018
9/7/2018	9/7/2018	9/17/2018
10/22/2018	10/22/2018	10/31/2018
12/28/2018	12/28/2018	1/14/2019
3/8/2019	3/8/2019	3/18/2019
6/14/2019	6/14/2019	7/3/2019
8/16/2019	8/16/2019	8/26/2019
11/4/2019	11/4/2019	11/20/2019
12/20/2019	12/20/2019	1/10/2020
4/17/2020	4/17/2020	4/27/2020
6/9/2020	6/9/2020	7/30/2020



### ***Recommendation***

The Auditor's Office recommends the Constable Precinct 3 Office close Odyssey receipt tills by the deposit date. Receipt tills should be closed after the deposit has been reviewed for appropriateness and after supervisory review. Timely closure of receipt tills will help ensure all funds are accounted for appropriately and help prevent the loss or misappropriation of funds. Proper closing of receipt tills ensures proper record keeping and audit trails.

### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Justice Clerk for Constable Precinct 3 Office has been trained to close Odyssey receipt tills by the deposit date as well as closing till after the deposit has been reviewed. Timely closure of receipt tills will help ensure all funds are accounted for appropriately and help prevent the loss or misappropriation of funds. Proper closing of receipt tills ensures proper record keeping and audit trails.

### **#4 Misappropriation of County Assets**

County personnel, vehicles, and equipment appear to be misappropriated at the direction of an elected official by participating in private commercials and allowing an unauthorized employee to take home a county vehicle expending \$1,019.92 in fuel without Commissioners Court approval. The Texas Constitution Article III, section 52(a) precludes political subdivisions from using public funds for private purposes. In order to avoid violating article III, section 52(a) of the Texas Constitution, the County Commissioners Court must determine in good faith that an expenditure serves a public purpose, it places sufficient controls on the transaction to ensure that the public purpose is carried out, and it ensures that it receives a return benefit. The Constable Precinct 3 Office failed to obtain the Commissioners Court approval that participating in the commercial served a public purpose. In addition, according to the Hays County Employee Personnel Policy Handbook, the personal use of county equipment, supplies, tools, and any other county property is not permitted unless authorized by the Commissioners Court.

### ***Recommendation***

The Auditor's Office recommends the Constable Precinct 3 Office increase ethics and whistleblower training to ensure employees understand their rights when, and obligations to report fraud. Additionally, the Constable Precinct 3 Office should increase training on understanding the different types of fraud, including training on Texas Penal Code, Chapter 39, Abuse of Office. Strengthening the Constable Precinct 3 Office's ethics culture may help cultivate an environment that has a zero-tolerance policy towards misappropriation of county assets.

Per Texas Penal Code, Chapter 39, Abuse of Office, a public servant commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he intentionally or knowingly misuses government property, services, personnel, or any other thing of value belonging to the government that has come into the public servant's custody or possession by virtue of the public servant's office or employment. As such, the Auditor's Office recommends the Hays County Sheriff's Office open an investigation into the actions that led to the Texas Commission on Law Enforcement's investigation of the Constable Precinct 3 Office.

### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Precinct 3 Constable's Office has a zero-tolerance policy towards misappropriation of county funds.

#### **#5 Untimely Deposits**

Revenues for thirteen (13) receipts were not deposited with the County Treasury within five business days of the receipt date. These funds were not deposited in accordance with Texas Local Government Code Chapter 113.022 requirements.

#### ***Recommendation***

The Auditor's Office recommends that the Constable Precinct 3 Office remit all funds to the County Treasurer's Office within five business days as required by Texas Local Government Code, Chapter 113.022. Timely deposits will help ensure all funds are accounted for appropriately and help prevent the loss or misappropriation of funds.

#### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Constable's Office understands the importance of depositing receipts with the County Treasury within five business days of the receipt date as outlined in the Texas Local Government Code Chapter 113.022 requirements.

#### **#6 Service of Related Party Civil Papers without Proper Payment of Fees**

Civil Papers related to a case where the party was the Precinct Constable (Ray Helm) were served during the month of July 2020 prior to obtaining the appropriate fees (\$450) for the service. After the Precinct Constable resigned, the Auditor's Office visited the Constable Office on August 19, 2020 and made inquiries regarding the non-payment. On August 21, 2020, Ray Helm paid a total of \$375 in service fees. In addition, the Justice Clerk that received the payments from Ray Helm recorded incorrect required fees in the Civil Paper Module. The same Justice Clerk also entered a note "Had to be reissued due to District Clerk error, No Fee" in the civil paper module of Odyssey for civil papers 02426-20 and 02427-20. The Justice Clerk does not have the authority to determine if fees should be waived.

<b>Civil Paper</b>	<b>Civil Paper Module Fees Entered by Justice Clerk</b>	<b>Amount Paid by Ray Helm per Receipt</b>	<b>Actual Amount Due per District Clerk</b>
02408-20	\$ 75.00	\$ 75.00	\$ 75.00
02409-20	\$ 150.00	\$ 150.00	\$ 75.00
02426-20	\$ -	\$ 75.00	\$ 150.00
02427-20	\$ -	\$ 75.00	\$ 150.00
<b>TOTAL</b>	<b>\$ 225.00</b>	<b>\$ 375.00</b>	<b>\$ 450.00</b>

#### ***Recommendation***

The Constable Precinct 3 Office should ensure that the appropriate fees are charged or qualify for deferred receipt prior to service of civil papers. In addition, the Justice Clerk should ensure that proper fee information is recorded in the Civil Paper module of the Odyssey system. Failure to ensure that proper fees are recorded and receipted may result in the loss of County revenue. In addition, the Constable or Justice Clerk does not have the authority to waive Commissioners Court approved fees. The waiving of fees may result in the loss or misappropriation of funds. The

Auditor's Office recommends the Hays County Sheriff's Office open an investigation of abuse of office related to the service of these civil papers without proper payment.

***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Constable Precinct 3 Office will ensure that the appropriate fees are charged or qualify for deferred receipt prior to service of civil papers. In addition, the Justice Clerk will ensure that proper fee information is recorded in the Civil Paper module of the Odyssey system. The Precinct 3 Office understands failure to ensure that proper fees are recorded and receipted may result in the loss of County revenue. In addition, the Constable or Justice Clerk does not have the authority to waive Commissioners Court approved fees. The waiving of fees may result in the loss or misappropriation of funds.

**#7 LEOSE Funds – Inadequate Internal Controls Over LEOSE Funds**

The Constable Precinct 3 Office was unable to provide supporting documentation for its Law Enforcement Officer Standard and Education Fund (LEOSE) expenditures. The Office also failed to keep copies of the monthly bank statements for the LEOSE bank account for the months of November 2019 through July 2020. Although the Commissioners Court provided the bank with an order requiring the release of the bank account documents, supporting documents for expenditures totaling \$1,007.43 were unavailable for review.

Texas Government Code, Chapter 441.158, provides for the issuance of records retention schedules for each type of local government, including a schedule for records common to all types of local government. Per Section 2-2 of Local Schedule GR, record number GR1025-62a, Accounts Payable and Disbursement Records, requires claims, invoices, statements, copies of checks and purchase orders, expenditures authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expense. Such accounts payable and disbursement records are required to be retained from the fiscal year end of the final payment plus three (3) years.

***Recommendation***

The Auditor's Office recommends the Constable Precinct 3 Office implement internal controls that give reasonable assurance that accounts payable and disbursement records are retained in accordance with Local Schedule GR. Without supporting documentation, there is an increased risk of loss or misappropriation of funds and the County Auditor is unable to verify the appropriateness of the expenditures made with public funds.

***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

The Precinct 3 Office has implemented internal controls that give reasonable assurance that accounts payable and disbursement records are retained in accordance with Local Schedule GR. Without supporting documentation, there is an increased risk of loss or misappropriation of funds and the County Auditor is unable to verify the appropriateness of the expenditures made with public funds.

### **#8 Improper Acceptance of Donations**

The Constable Precinct 3 Office improperly accepted donations of a firearm, firearm equipment, and ammunition without the approval of Hays County Commissioners Court. Texas Local Government Code, Chapter 81.032, only allows the Commissioners Court to accept donations on behalf of the County.

### ***Recommendation***

The Auditor's Office recommends that all donations made to County offices be accepted in accordance with Texas Local Government Code Chapter 81.032 which states:

*The commissioners court may accept a donation of labor or services, gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 38, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.*

### ***Management Response***

**This audit was initiated prior to the current Constable taking office. The below response is made to correct deficiencies of the prior Constable.**

All donations made to Precinct 3 Constable office will be accepted in accordance with Texas Local Government Code Chapter 81.032. The commissioners court may accept a donation of labor or services, gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 38, Government Code, for the purpose of performing a function conferred by law on the county or a county officer.

We appreciate the cooperation and assistance provided to my office during the internal examination.

Sincerely,



Marisol Villarreal-Alonzo, CPA, MPA  
Hays County Auditor

## 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 of \$12,342.90 to Texas Critical Systems for work performed at the Five Mile Dam facilities and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	12,342.90

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	SMITH	N/A

#### SUMMARY

During the freezing weather that occurred in February 2021, several pipes and fixtures failed at the County-owned Five Mile Dam complex, causing damage to the facilities. Since repairs were needed quickly, staff people at the City of San Marcos met with staff people from Hays County, and it was agreed that the City of San Marcos would engage their contractor to perform the repairs and forward the invoice to Hays County for processing. Hays County Facilities and Maintenance had an opportunity to meet with the contractor and City staff as the work was being identified, and Hays County was kept updated as repairs progressed.

TCS Mechanical, LLC  
PO Box 2096  
Bastrop, TX 78602



**INVOICE**

**SERV114**

3/25/2021

CUST Hays County  
111 E San Antonio St #102  
San Marcos, TX 78666

SITE 5 Mile Soccer Complex  
4440 South Old Stagecoach Rd  
San Marcos, TX 78666

ACCOUNT NO	PO #	TERMS	Completion Date	PAGE
HAY01	verbal	Net 30	3/25/2021	2

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	3/4 propress coup.	12.10	12.10*
JOUR REG	3.5hr	Tom H - 2-22-21	95.00hr	332.50*
	1	2" propress slip coupling	28.54	28.54*
	1	2" copper solder coupling	17.14	17.14*
	1	3/4 nibco ball valve	22.68	22.68*
	2	3/4 propress ml.adapt.	7.48	14.96*
JOUR REG	5hr	tom hefner 2-23	95.00hr	475.00*
JOUR REG	8hr	tom hefner 2-24	95.00hr	760.00*
APP REG	8hr	kenyon black 2-24	60.00hr	480.00*
APP REG	8hr	kenyon black 2-25	60.00hr	480.00*
JOUR REG	8hr	tom hefner 2-25	95.00hr	760.00*
APP REG	3hr	kenyon black 2-26	60.00hr	180.00*
JOUR REG	3hr	tom hefner 2-26	95.00hr	285.00*
JOUR REG	6hr	tom hefner 3-1	95.00hr	570.00*
APP REG	6hr	kenyon black 3-1	60.00hr	360.00*
JOUR REG	5hr	tom hefner 3-4	95.00hr	475.00*
APP REG	5hr	kenyon black 3-4	60.00hr	300.00*
JOUR REG	8hr	tom hefner 3-5-21	95.00hr	760.00*
APP REG	8hr	kenyon black 3-5-21	60.00hr	480.00*
JOUR REG	4hr	mike snyder 3-5-21	95.00hr	380.00*
JOUR REG	4hr	tom hefner 3-8-21	95.00hr	380.00*
JOUR REG	8hr	tom hefner 3-9-21	95.00hr	760.00*
APP REG	6hr	kenyon black 3-9-21	60.00hr	360.00*
JOUR REG	7hr	tom hefner 3-16-21	95.00hr	665.00*
JOUR REG	5hr	tom hefner 3-15-21	95.00hr	475.00*
APP REG	5hr	kenyon black 3-15-21	60.00hr	300.00*
JOUR REG	4hr	tom hefner 3-18-21	95.00hr	380.00*
JOUR REG	8hr	tom hefner 3-19-21	95.00hr	760.00*
	10	uponor 1" pex collars	1.99	19.90*
	1	UPONOR PIPE & FITTINGS	93.90	93.90*
	1	upinor pipe fittings	76.40	76.40*
	2	KOHLER ULTRA WHITE TOILET WITH RINGS, CLOSET BOLTS & GASKETS	135.07	270.13*

TCS Mechanical, LLC  
PO Box 2096  
Bastrop, TX 78602



**INVOICE**

**SERV114**

3/25/2021

CUST Hays County  
111 E San Antonio St #102  
San Marcos, TX 78666

SITE 5 Mile Soccer Complex  
4440 South Old Stagecoach Rd  
San Marcos, TX 78666

ACCOUNT NO	PO #	TERMS	Completion Date	PAGE
HAY01	verbal	Net 30	3/25/2021	3

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	3 URINALS - & LAV Basin	437.52	437.52*
	1	tailpiece 1 1/4 x 6	19.89	19.89*
	1	Sloan repair kit / urinal & Cover	68.47	68.47*
	1	Arm repair kit	103.77	103.77*

\* means item is non-taxable

**TOTAL AMOUNT 12,342.90**

## 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 Enterprise FM Trust in the amount of \$43,681.77 for Constable Pct. 1, Pct. 2 & Pct. 4 related to vehicle equipment in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	\$43,681.77

#### LINE ITEM NUMBER

001-635 - \$13,149.26  
001-636 - \$15,277.23  
001-638 - \$15,255.28

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Peterson, Torres, Hood	INGALSBE	JONES

#### SUMMARY

The Constables Offices were authorized new lease vehicles in the FY20 budget cycle that were placed on backorder and not received until this fiscal year.

Due to the delay in vehicle delivery the purchase orders for equipment were not opened in the prior fiscal year. During this fiscal year, Enterprise ordered the vehicle equipment to coincide with the vehicle delivery. A budget amendment is needed to fund the prior year vehicle equipment.

##### Budget Amendment:

\$13,149 - Increase Constable Pct. 1 vehicle equipment  
\$15,277 - Increase Constable Pct. 2 vehicle equipment  
\$15,255 - Increase Constable Pct. 4 vehicle equipment  
(\$43,681) - Decrease Co Wide Misc Capital Improvements



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve specifications for RFP 2021-P02 Emergency Rental Assistance Program - Administrative Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Hays County (County) is soliciting for a qualified firm for Administrative Services for the Emergency Rental Assistance Program for Hays County taxpayers. The COVID-19 pandemic has created an unprecedented situation in the County which has negatively impacted many of its residents through the permanent or temporary loss of employment.

Attached:  
RFP 2021-P02 Emergency Rental Assistance Program - Administrative Services  
Attachment A: Cost Proposal



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.:**

RFP 2021-P02 Emergency Rental Assistance Program –  
Administrative Services

**Date Issued: April 15, 2021**

**SOLICITATION**

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:

**1:30 p.m. local time May 6, 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 RFP must be  
received in writing no later than 5:00  
on April 23, 2021.

Phone No.: (512) 393-2267

**OFFER (Must be fully completed by Respondent)**

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

**Respondent**

Entity Name:  
Mailing Address:

**Respondent's Authorized Representative**

Name:  
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. RFP Submittal Checklist .....	3
II. Summary .....	4
III. Specifications .....	6
A. Introduction.....	6
B. Scope of Work .....	6
C. Qualifications.....	6
D. Proposal Requirements .....	7
E. Cost Proposal (Attachment A) .....	7
F. Evaluation Criteria .....	7
G. Submittal Requirements.....	8
H. Award of Contract .....	9
I. Limitations.....	9
J. 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 and Licensing Certification .....	30
XIII. Vendor/Bidder's Affirmation .....	31
XIV. Appendix II – 2 CFR Part 200 .....	32
XV. Related Party Disclosure Form.....	34
Attachment A: Cost Proposal	

## I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ 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/SOQ to be considered responsive:**

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_\_ 2. 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. Appendix II – 2 CFR Part 200
- \_\_\_\_ 9. Related Party Disclosure Form
- \_\_\_\_ 10. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_\_ 11. Any addenda applicable to this solicitation

**Hays County will accept bids/proposals/SOQ, 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 statement of qualifications and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

## II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2021-P02  
Emergency Rental Assistance Program – Administrative Services
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic proposals can be submitted through BidNet Direct, no thumb Drive required.
- 5. Deadline for Responses:** In issuing office no later than:  
**Thursday, May 6, 2021; 1:30 p.m. Central Time (CT)**
- 6. Initial Contract Term:** May 2021 – until project completion
- 7. Optional Contract Terms:** none
- 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 Wednesday April 23, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESD websites.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal submission.
- 11. Contact with County Staff:** Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Vendor or its representatives. Failure of a Vendor or

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

**Anticipated Schedule of Events**

April 15, 2021	Issuance of RFP
April 23, 2021	Deadline for Submission of Questions (5:00 PM CT)
May 6, 2021	Deadline for Submission of Proposals (1:30 PM CT) <b>Late proposals will not be accepted.</b>
May 2021	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is soliciting for a qualified firm for Administrative Services for the Emergency Rental Assistance Program for Hays County taxpayers. The COVID-19 pandemic has created an unprecedented situation in the County which has negatively impacted many of its residents through the permanent or temporary loss of employment. The County has received funding from the U.S. Department of the Treasury to provide financial assistance in the form of rent & utility assistance to income eligible households that have been negatively impacted by the COVID-19 pandemic.

#### B. Scope of Work

The awarded firm will act as the Program Manager, who will be responsible for providing the following services:

- Follow guidelines to be established by the Hays County Commissioners Court, further governed by the U.S. Department of the Treasury federal guidelines and State and Local Statutes.
- Develop an application form that meets program parameters.
- Accept applications on a confidential basis.
- Provide assistance in completing applications by phone, online, and potentially at a drive-up event.
- Offer a mechanism to accept applications online and in hard copy.
- Provide translation services to applicants as necessary.
- Fully accommodate those with a disability or in need of some reasonable accommodations.
- Determine household eligibility and verification of landlord ownership.
- Obtain W-9 forms for the landlords & utility providers.
- Send required documentation to the Auditor's office for review and processing.

#### C. Qualifications

Hays County is seeking to contract with a competent firm with prior experience in administering rental assistance programs or any other relevant successful administration of similar programs.

- The firm demonstrates the ability to commence and perform required work promptly upon award of contract.
- The Program Manager assigned shall have had recent prior experience (within the last 5 years) with work of a similar scope of services and shall list all current and past projects of a similar nature.
- The certification/license status of each person connected with the project shall be listed for each jurisdiction and each discipline (if applicable).

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

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

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

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

**SYSTEM FOR AWARD MANAGEMENT:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

#### **D. Proposal Requirements**

Proposals shall not exceed ten (10) pages (5 sheets front and back) in length, but not including:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**
- **Front and rear covers**

Items that count towards the 10-page limit

- **Profile of the Company and list of Key Personnel** who will be responsible for providing services to the County under this contract. Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
- **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the Bidder will be operational to provide Emergency Rental Assistance Program Administration Services.

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 10-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, telephone numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 10-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 10-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 10-page limit.

#### **E. Cost Proposal (Attachment A)**

Fill out Attachment A and return as your Cost Proposal. The cost proposal – Attachment A should be included in your proposal and not as a separate document. Any proposal that does not include Attachment A will be deemed non-responsive.

The cost proposal shall include:

- All-inclusive price per household receiving program benefits.

#### **F. Evaluation Criteria**

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**



1. **Program understanding/program approach** **30 points**  
The firm's proposal adequately demonstrates an understanding and experience in emergency rental assistance programs or similar services, which is documented in its proposal.
2. **Experience** **30 points**  
Organization's experience with projects of similar type
3. **Proposed project schedule** **20 points**  
Thoroughness of the program schedule; ability to fulfill program requirements within the selected timeframe, availability of staff as required by the County.
4. **Program cost proposal** **20 points**  
Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

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

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

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

#### **G. Submittal Requirements**

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

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor.

#### **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

**WITHDRAWING OF PROPOSAL:** A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

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

## **H. Award of Contract**

**BASIS OF AWARD:** The County reserves the right to award a contract for named project to a respondent(s) on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

**THE CONTRACTS AWARDED** shall be based on but not necessarily limited to, the following factors:

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

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

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

**BIDDER AGREES**, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be ninety (90) calendar days.

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

The County reserves the right to accept in part or in whole any proposal submitted and waive any technicalities for the best interest of the County.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

## **I. Limitations**

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

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

**Contractor or Individual's Obligation Regarding Evaluation**

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

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

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

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

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

#### **J. Warranty of Performance**

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

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

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Proposals (RFP)

#### 1. GENERAL DEFINITIONS:

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

2. **FUNDING:** Funds for payment on this Contract have been provided through the U.S. Department of the Treasury and budgeted by the Commissioners Court for this grant award period 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)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

## V. Vendor Reference Form

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## VI. Certificate of Interested Parties

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

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

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

If you do not have access to the link provided above or have any questions please contact Purchasing at 512-393-5532.

## VII. Conflict of Interest Questionnaire

<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>  Date Received _____	
<div style="border: 1px solid black; padding: 2px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <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.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3 Name of local government officer about whom the information is being disclosed.</b>   <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;">             Name of Officer           </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <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>           <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <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> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div>		
Signature of vendor doing business with the governmental entity _____		Date _____



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

## XI. Hays County Purchasing Department Senate Bill 252 Certification

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## XII. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

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

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

### XIII. Vendor/Bidder's Affirmation

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

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone



## XIV. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Respondent’s Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

## XV. Related Party Disclosure Form



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

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

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 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

<hr/>	<hr/>
Employee Name	Title

### Section B: Former Hays County Employee

<hr/>	<hr/>	<hr/>
Employee Name	Title	Date of Separation from County

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

<hr/>	<hr/>
Hays Employee/Former Hays Employee Name	Title

<hr/>	<hr/>	<hr/>
Name of Person Related	Title	Relationship

### Section D: No Known Relationships

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

Attach additional pages if necessary.

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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

<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 grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
<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.

**RFP 2021-P02 Emergency Rental Assistance Program – Administrative Services**  
**Attachment A: Cost Proposal Form**

**This form MUST be completed and submitted with your proposal to be considered responsive.**

The Cost proposal form is to be signed by the individual authorized to negotiate for and contractually bind the bidder. Failure to fully complete the form, provide the requested information, or make alterations will be considered a conditional bid and the proposal will be rejected.

**Bidder Name:** \_\_\_\_\_

**Price Proposal:**

<b>All-inclusive price per household receiving program benefits</b>	<b>\$</b>
<b>In Words:</b>	

**Should the bidder require additional hours, employees, consultants, subcontractors, or other assistance to complete the work required and/or to meet the performance or quality requirements required under this RFP, the bidder shall do so at No additional cost to the County.**

The undersigned agrees that, if selected as vendor, s/he will execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to award.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

\_\_\_\_\_  
**Name of Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title of Signatory**

## 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 Amendment # 2 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 12 and RM 3237 Intersection Improvement project and authorize the County Judge to execute the Advance Funding Agreement Amendment # 2 on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$1,541,732.00

#### LINE ITEM NUMBER

035-803-96-768.5611\_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	SHELL	N/A

#### SUMMARY

The RM 12 and RM 3237 Intersection Improvement project is an element of the Hays County 2016 Road Bond Program. The County and TxDOT entered into an Advance Funding Agreement (AFA) on July 29, 2016 to memorialize the roles and responsibilities in the development and funding of the intersection improvements. On March 20, 2020, Hays County and TxDOT amended the AFA to shift \$320,000.00 in Federal funding awarded by the Capital Area Metropolitan Planning Organization (CAMPO) from design funding to construction funding. Since that time, CAMPO has deferred funding on numerous projects, including the RM 12 at RM 3237 Intersection Improvement project, to identify funding for the IH-35 Capital Express project. Hays County has moved forward with project development of the intersection improvements, including environmental clearance, construction design, and right-of-way/utility coordination. The AFA Amendment #2 would address the transfer of the \$320,000.00 construction funding from Federal responsibility to the County's responsibility. TxDOT would contribute a total of \$140,897.00, which includes direct and indirect State costs, and Hays County would contribute a total of \$1,541,732.00, which includes construction engineering, environmental clearance, and construction funding. The project is estimated to be let for construction by Hays County in Summer 2021.

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #2**

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

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a Local Transportation Project Advance Funding Agreement (LPAFA) on July 29 of 2016 to effectuate their agreement to the engineering, design, and right of way purchase to add turn lanes and pedestrian crossings at the Intersection of RM 12 and FM 3237, in Hays County; and,

**WHEREAS**, the State and the Local Government executed Amendment#1 on March 20 of 2020; and

**WHEREAS**, the Capital Area Metropolitan Planning Organization (CAMPO) and TxDOT Austin District approved Program of Projects to meet the \$633 million target on funding related to IH-35, the funding for this Project has been deferred, the Local Government planned to continue with its own fund; and

**WHEREAS**, the Governing Body of the Local Government has approved to continue with this project with its own fund and amending the AFA, by resolution or ordinance dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A-1, Resolution or Ordinance, for the improvement covered by this Agreement; and

**WHEREAS**, it has become necessary to amend that contract;

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

## **A G R E E M E N T**

### **1. Description of Amended Items**

- A.** Attachment C-1 Project Budget Estimate and Source of Funds is deleted in its entirety and replaced with Attachment C-2 Project Budget Estimate and Source of Funds, which is attached to and made part of this Amendment#1.

All other provisions of the original contract are unchanged and remain in full force and effect.

### **2. 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 amendment on the date stated under that party's signature.

### **THE LOCAL GOVERNMENT**

---

Ruben Becerra  
Hays County Judge

---

Date

### **THE STATE OF TEXAS**

---

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

---

Date



**ATTACHMENT C-2  
PROJECT BUDGET ESTIMATE and SOURCE OF FUNDS**

Construction Costs of 100% Local funding, the Local Government will be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering - by Local Government (LG)	\$346,241	0%	\$0	0%	\$0	100%	\$346,241
Environmental – by LG	\$37,185	0%	\$0	0%	\$0	100%	\$37,185
Construction <b>Cat.3</b> (for CSJ 0285-03-059)-by LG	\$579,153	0%	\$0	0%	\$0	100%	\$579,153
Construction <b>Cat.3</b> (for CSJ 0805-04-030)- by LG	\$579,153	0%	\$0	0%	\$0	100%	\$579,153
Subtotal	\$1,541,732	0%	\$0	0%	\$0	0%	\$1,541,732
Environmental Direct State Costs	\$6,820	0%	\$0	100%	\$6,820	0%	\$0
Right of Way Direct State Costs	\$1,705	0%	\$0	100%	\$1,705	0%	\$0
Engineering Direct State Costs	\$10,230	0%	\$0	100%	\$10,230	0%	\$0
Utility Direct State Costs	\$1,705	0%	\$0	100%	\$1,705	0%	\$0
Construction Direct State Costs	\$47,738	0%	\$0	100%	\$47,738	0%	\$0
Indirect State Costs (5.33%)	\$72,699	0%	\$0	100%	\$72,699	0%	\$0
<b>TOTAL</b>	<b>\$1,682,629</b>	<b>0%</b>	<b>\$0</b>	<b>100%</b>	<b>\$140,897</b>	<b>0%</b>	<b>\$1,541,732</b>

Initial payment by the Local Government to the State: \$0  
Payment by the Local Government to the State before construction: \$0  
Estimated total payment by the Local Government to the State \$0.  
This is an estimate.

The final amount of Local Government participation will be based on actual costs



A Resolution of the Hays County Commissioners Court  
Approving Amendment #2 to the Advance Funding Agreement for the RM 12  
and RM 3237 Intersection Improvement Project and Authorizing the County Judge to  
Execute the Advance Funding Agreement Amendment #2 on behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the RM 12 and RM 3237 Intersection Improvement 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**, the County and TxDOT executed an Advance Funding Agreement (AFA) on July 29, 2016 to memorialize their roles and responsibilities in the development and funding of the intersection improvements; and

**WHEREAS**, on March 20, 2020, Hays County and TxDOT amended the AFA to shift \$320,000.00 in Federal funding awarded to the project by the Capital Area Metropolitan Planning Organization (CAMPO) from design funding to construction funding; and

**WHEREAS**, since that time, CAMPO has deferred funding on numerous projects, including the RM 12 at RM 3237 Intersection Improvement project, to identify funding for the IH-35 Capital Express project; and

**WHEREAS**, Hays County has moved forward with project development of the intersection improvements, including environmental clearance, construction design, and right-of-way/utility coordination; and

**WHEREAS**, Amendment #2 to the AFA would address the transfer of the \$320,000.00 construction funding from Federal responsibility to the County's responsibility;

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

- (a) That the Commissioners Court of Hays County does hereby approve Amendment #2 to the Advance Funding Agreement for the RM 12 and RM 3237 Intersection Improvement Project and authorizes the County Judge to execute the Advance Funding Agreement Amendment #2 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

20210413RM12atRM3237AFAMendment#2\_resolutionCLEAN.docx

## 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 Advance Funding Agreement for Locally Funded Transportation Project On-System (RM 12 at Jacobs Well Rd.) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$368,025.00

#### LINE ITEM NUMBER

035-803-96-778.5611\_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	SHELL	N/A

#### SUMMARY

The RM 12 at Jacobs Well Rd. intersection improvements project is an element of the Hays County 2016 Road Bond Program. The proposed intersection improvements, including the addition of acceleration and deceleration lanes and a traffic signal. 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 Jacobs Well Rd. intersection improvements project, including engineering and environmental clearance. The AFA would memorialize the roles and responsibilities of the Texas Department of Transportation (TxDOT) and Hays County for this phase of project development. Hays County would contribute a total of \$368,025.00, which includes engineering, environmental clearance, and direct State costs. TxDOT would contribute \$15,843 in indirect State costs. Execution of the Advance Funding Agreement would allow this phase of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise.

CSJ #	0683-03-043
District #	14-AUS
Code Chart 64 #	50106
Project Name	RM 12 at Jacobs Well Rd.

STATE OF TEXAS   §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
LOCALLY FUNDED TRANSPORTATION 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 **intersection improvements on RM 12 at Jacobs Well Rd. in Hays County**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, 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.

**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>N/A</b>	Construction Responsibilities	Article 13
5.	<b>N/A</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 environmental, preliminary engineering, final design, and plans, specifications, and estimate (PS&E) for an intersection improvements project on RM 12 at Jacobs Well Rd. in Hays County, Texas. The Project includes acceleration / deceleration lanes, and a traffic signal.

### **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

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- 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>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</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 items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more



<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

- 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 NA**

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

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

**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 NA**

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.
- 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

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

**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 NA**

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.
- 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

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

- 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.

#### **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.

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

**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>
Director of Transportation Hays County 2171 Yarrington Rd., 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 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.

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

**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 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.

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

**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).
- 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).

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

- 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**

**THE LOCAL GOVERNMENT**

Signature

Signature

Kenneth Stewart

Ruben Becerra

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Hays County Judge

Typed or Printed Title

Typed or Printed Title

Date

Date

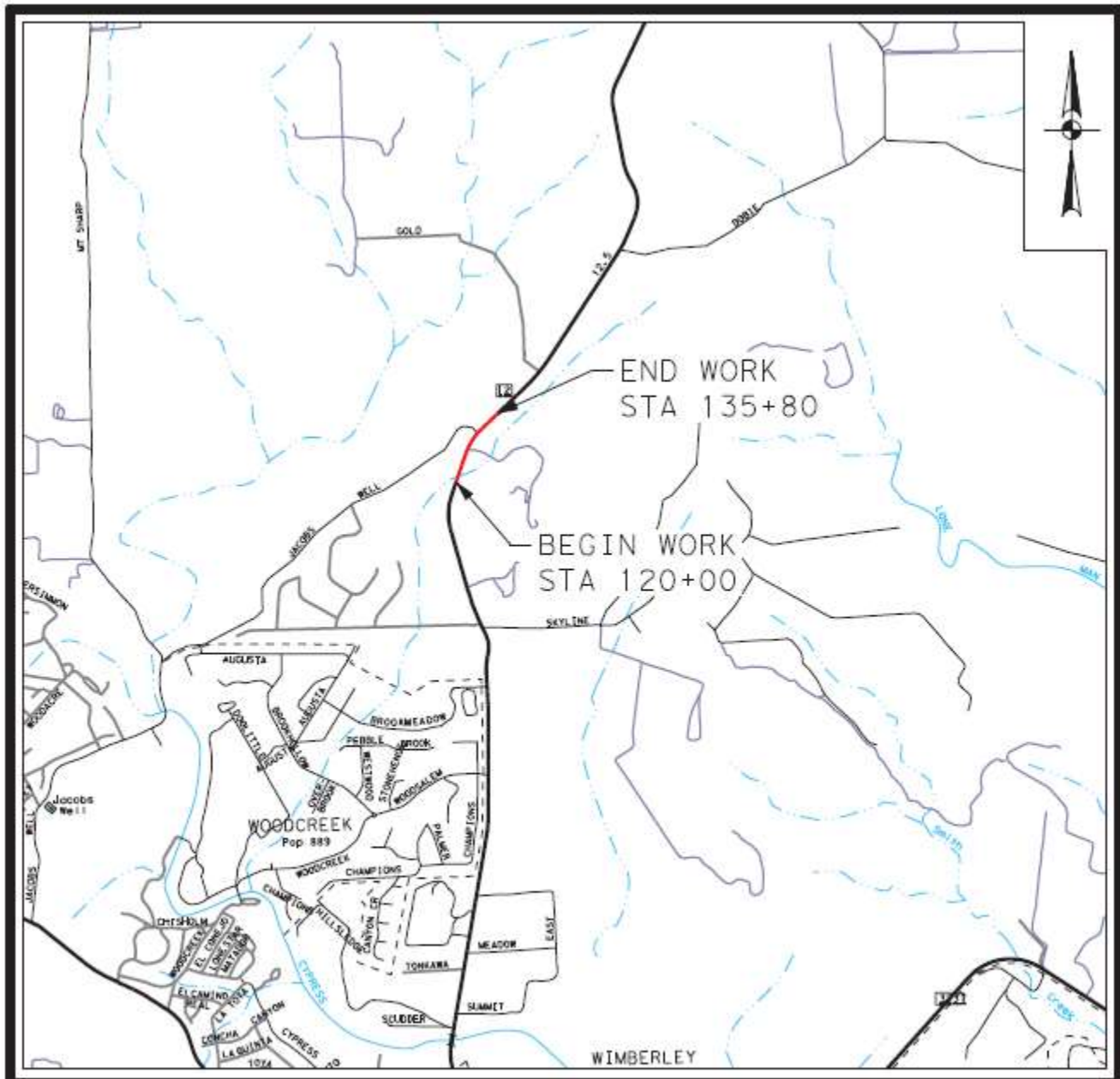


<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacob Wells Rd.</b>

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

CSJ #	0683-03-043
District #	14-AUS
Code Chart 64 #	50106
Project Name	RM 12 at Jacobs Well Rd.

# **ATTACHMENT B** **LOCATION MAP SHOWING PROJECT**



**LOCATION MAP**  
N.T.S.

<b>CSJ #</b>	<b>0683-03-043</b>
<b>District #</b>	<b>14-AUS</b>
<b>Code Chart 64 #</b>	<b>50106</b>
<b>Project Name</b>	<b>RM 12 at Jacobs Well Rd.</b>

## ATTACHMENT C PROJECT BUDGET

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

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$310,500	0%	\$0	100%	\$310,500
Environmental (by Local Government)	\$40,000	0%	\$0	100%	\$40,000
Subtotal	\$350,500		\$0		\$350,500
Environmental Direct State Costs	\$4,381	0%	\$0	100%	\$4,381
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$13,144	0%	\$0	100%	\$13,144
Utility Direct State Costs	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0
Indirect State Costs (4.52%)	\$15,843	100%	\$15,843	0%	\$0
TOTAL	\$383,868		\$15,843		\$368,025

Initial payment by the Local Government to the State: \$17,525

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$17,525

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



A Resolution of the Hays County Commissioners Court  
Approving an Advance Funding Agreement for Locally Funded Transportation  
Project On-System (RM 12 at Jacobs Well Rd.) 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 Jacobs Well Rd. intersection improvements project is an element of the Hays County 2016 Road Bond Program; and

**WHEREAS**; the addition of acceleration and deceleration lanes and a traffic signal 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 Jacobs Well Rd. intersection improvements project, including engineering and environmental clearance; and

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

**WHEREAS**, execution of the Advance Funding Agreement would allow this phase of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise;

**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 Transportation Project On-System (RM 12 at Jacobs Well Rd.) 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

20210413RM12atJacobsWellAFA\_resolutionCLEAN.docx

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #PB03016800239 in the amount of \$131,119.00 and the acceptance of roads into the county road maintenance system for Sunfield subdivision, Phase 3, Section 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 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 these roads into the county road maintenance system. Roads include: Flatwoods Drive (437 ft.), Algaroba Loop (2,217 ft.), Leadtree Loop (5,534 ft.), and Arrowwood Drive (155 ft.).

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release the subdivision bond #41420699 in the amount of \$1,028,339.75, and accept the 2-year maintenance bond #118578F in the amount of \$94,122.95 for the Trails at Windy Hill subdivision, Phase 2.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

April 13, 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

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

March 24, 2021

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

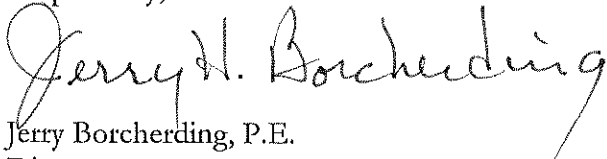
RE: Trails at Windy Hill subdivision, Phase 2

Dear Commissioners and Judge:

Josh Janysek, P.E. with Brown & Gay Engineering, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for Trails at Windy Hill subdivision, Phase 2, release the subdivision bond #41420699 in the amount of \$1,028,339.75, and accept the 2-year maintenance bond #118578F in the amount of \$94,122.95. 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





2/4/2021

RE: TRAILS AT WINDY HILL PHASE 2

Paving, Drainage, Water & Wastewater Improvements

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 February 4, 2021, 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, Goforth SUD, GBRA and MUD Engineering staff 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, Drainage, Water & Wastewater Improvements 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  
Neal Goedrich, Goforth  
Travis Basham, GBRA

2/4/2021



# MAINTENANCE BOND

Bond No.: 118578F

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 Ninety-four Thousand One Hundred Twenty-two And 95/100 (\$94,122.95) 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 Street and Erosion Control Improvements

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 Street and Erosion Control 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 19th day of February, 2021.

JL Gray Construction, Inc.  
Principal

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

Westfield Insurance Company  
Surety

Seal

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

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

Jack Nottingham, Attorney-in-fact

General  
Power  
of Attorney

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

CERTIFIED COPY

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 canceling 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



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

State of Ohio  
County of Medina ss.:

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 14th 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.

## Tim Vandevorde

---

**From:** Ashley Roberts <aroberts@kandsins.com>  
**Sent:** Wednesday, March 24, 2021 1:15 PM  
**To:** Hunter Roesse  
**Subject:** JL Gray Bond # 118578F

Hi Hunter,

We are good with Hays County filling in the term in both places with 2 year.

Thank you!

Ashley Roberts | Bond Account Manager, K&S Insurance

972.771.4071

972.772.7280 (Direct)

[kandsins.com](http://kandsins.com)

Follow: [LinkedIn](#) | [Twitter](#) | [FaceBook](#)



**K&S INSURANCE**  
NAVIGATING RISK. ENHANCING BUSINESS.



Certificates, Auto ID Cards and Policy documents available 24/7 on [InsurLink](#)

Send your certificate requests to [certs@kandsins.com](mailto:certs@kandsins.com)

For your convenience we now offer online payment options



## 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 a Contract Amendment No. 1 to the Contract between Hays County and Pape-Dawson Engineers, Inc to provide construction engineering, inspection & testing (CE&I) services related to Hays County Road Improvement Projects on an as-needed basis.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$0.00

#### LINE ITEM NUMBER

2016 Road Bond Funds

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Pape-Dawson was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 for the requested services and executed a contract on June 30, 2020. Pape-Dawson will add an additional subconsultant, Beyond Engineering and Testing, LLC, to provide more flexibility to meet the DBE participation for this contract. The contract amendment will approve use of this subconsultant's rate schedule and add it to the master contract.

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:**  
**Hays County CE&I On Call RFQ 2020-Q03 (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Pape Dawson Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective June 30, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$750,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

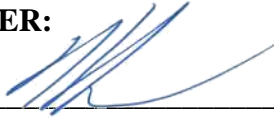
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Mark A. Ramseur, P.E.  
Printed Name

Managing Principal, Central Texas  
Title

March 30 2021  
Date


**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
**4/6/2021**



**EXHIBIT D – AMENDMENT NO. 1**  
**RATE SCHEDULE**

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Direct Labor		
Labor/Job Classification	Years of Experience	Contract Rate
<b><u>Office Personnel</u></b>		
Support Manager		\$ 191.53
Senior Engineer	15+	\$ 206.00
Project Engineer	10 to 15	\$ 162.07
Engineer-In-Training	1 to 5	\$ 97.24
Senior Engineer Tech	15+	\$ 123.76
Engineer Tech	5 to 15	\$ 94.26
Junior Engineer Tech	1 to 5	\$ 67.77
Engineer Technician: TXAPA HMA Level 1-A Cert	HMA Testing at Plant	\$ 106.08
Engineer Technician: TXAPA HMA Level 1-B Cert	HMA Testing in Field	\$ 103.13
Engineer Technician: TXAPA SB 102 Cert	Soil Sampling and Testing Field	\$ 85.45
Engineer Technician: ACI Field Testing Grade 1 Cert	Concrete Sampling and Testing Field	\$ 91.35
Records Keeper		N/A
Admin/Clerical		\$ 73.67
<b><u>Field Personnel</u></b>		
Resident Engineer	15+	\$ 172.36
Field Engineer	5 to 10	\$ 123.33
Senior Construction Inspector	15+	\$ 110.99
Construction Inspector III	10 to 15	\$ 98.66
Construction Inspector II	5 to 10	\$ 86.22
Construction Inspector I	1 to 5	\$ 76.00
Structural Inspector	5 to 15	N/A
Environmental Inspector	5+	N/A

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Geotechnical Engineering Services			
Services To Be Provided	Test Code	Unit	Contract Rate
Volumetric Shrinkage	ASTM D427	each	\$ 120.00
Standard Proctor Test	ASTM D698	each	\$ 250.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	\$ 300.00
Standard Penetration Test (SPT)	ASTM D1586	LF	
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 385.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	\$ 1,800.00
Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 350.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 500.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 115.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 700.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 130.00
Water Stand Pipes	ASTM D4043	LF	
Calcium Carbonate Content of Soils	ASTM 4373	each	\$ 65.00
Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 240.00
One Dimensional Swell, Methods A and B	ASTM D4546	each	\$ 180.00
One Dimensional Swell, Method C	ASTM D4546	each	\$ 300.00
Permeability of Silt and Clays	ASTM D5084	each	\$ 430.00
Suction Test (Filter Method)	ASTM D5298	each	\$ 75.00
Soil Boring with SPT	ASTMD1586	LF	\$ 34.00
Soil Boring/Rock Coring with TCP (< 60 ft)	Tex-132-E	LF	\$ 42.00
Soil Boring/Rock Coring with TCP (> 60 ft)	Tex-132-E	LF	\$ 47.00
Soil Boring/Rock Coring without TCP (< 60 ft)	N/A	LF	\$ 38.00
Soil Boring/Rock Coring without TCP (> 60 ft)	N/A	LF	\$ 43.00
Soil Boring without TCP (< 60 ft):			
a. Utilizing Continuous Sampler	ASTM D1587	LF	\$ 35.00
b. Shelby Push Tubes Extruded in Field	ASTM D1587	LF	\$ 38.00
c. Auguring	N/A	LF	\$ 26.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Geotechnical Engineering Services - Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
Soil Boring without TCP (> 60 ft):			
a. Utilizing Continuous Sampler	ASTM D1587	LF	\$ 38.00
b. Shelby Push Tubes Extruded in Field	ASTM D1587	LF	\$ 38.00
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew)			
a. 4-in diameter cores	N/A	inch	\$ 10.00
b. 6-in diameter cores	N/A	inch	\$ 14.00
Mobilization of Drilling Rig (trips less than 100 miles from office to site)	N/A	each	\$ 600.00
Mobilization of Drilling Rig (trips over 100 miles from office to site)	N/A	mile	\$ 5.00
Dynamic Cone Penetrometer	ASTM D6951	each	\$ 110.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Soils Test</u></b>			
Determining Slaking Time	Tex-102-E	each	\$ 55.00
Atterberg Limits (Determining Liquid Limit, Plastic Limit, and Calculating Plasticity index of soils)	Tex-103-E, Tex-104-E, Tex-105-E	each	\$ 90.00
Calculating the Plasticity Index of Soils	Tex-106-E	each	\$ 28.00
Determining the Bar linear Shrinkage of Soils	Tex-107-E	each	\$ 50.00
Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 70.00
Particle Size Analysis of Soils	Tex-110-E	each	\$ 110.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	\$ 75.00
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 180.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	\$ 300.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Materials	Tex-114-E	each	\$ 275.00
Ball Mill Method for Determining the Disintegration of Flexible Base Materials	Tex-116-E	each	\$ 190.00
Triaxial Compression Test for Disturbed Soils and Base Materials	Tex-117-E	each	\$ 1,800.00
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	\$ 480.00
Soil-Cement Testing	Tex-120-E	each	\$ 550.00
Soil-Lime Testing	Tex-121-E	each	\$ 450.00
Determining the Drainage Factor of Soil Materials	Tex-123-E	each	\$ 115.00
Determining Potential Vertical Rise	Tex-124-E	each	\$ 110.00
Determining Modulus of Sub-grade Reaction (K Value)	Tex-125-E	each	\$ 150.00
Molding, Testing, and Evaluating Bituminous Black Base Materials	Tex-126-E	each	\$ 120.00
Lim Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	\$ 120.00
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	\$ 120.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services - Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Soils Test -Continued</u></b>			
Determining Soil pH	Tex-128-E	each	\$ 55.00
Measuring the Resistivity of Soil Materials	Tex-129-E	each	\$ 120.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Single Stage	Tex-131-E	set of 3	\$ 1,700.00
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils-Multiple Change	Tex-131-E	set of 3	\$ 1,800.00
Texas Cone Penetration	Tex-132-E	each	\$ 20.00
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 430.00
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 50.00
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	\$ 60.00
Determining Sulfate Content in Soils-Colorimetric Method	Tex-145-E	each	\$ 120.00
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 105.00
Determining Chloride and Sulfate Contents in Soils	Tex-320-J	each	\$ 250.00
One-Dimensional Consolidation	ASTM D2435	each	\$ 500.00
Soil Direct Shear (CD) Clay	ASTM D3080	each	\$ 680.00
Swell tests (Free Swell)	ASTM D4546	each	\$ 180.00
Swell tests (Pressure Swell)	ASTM D4646	each	\$ 300.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services - Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Asphalt Tests</u></b>			
Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers	Tex-500-C	each	\$ 100.00
Asphalt Binder Water in Petroleum	Tex-501-C; AASHTO T 55	each	N/A
Penetration of Bituminous Materials	Tex-502-C; AASHTO T49	each	N/A
Ductility of Asphalt Materials	Tex-503-C; AASHTO T51	each	N/A
Flash and Fire Points by Cleveland Open Cup	Tex-504-C; AASHTO T48	each	N/A
Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C; AASHTO T53	each	N/A
Solubility of Bituminous Materials	Tex-507-C; AASHTO T44	each	N/A
Specific Gravity	Tex-508-C; AASHTO T228	each	N/A
Spot Test of Asphaltic Materials	Tex-509-C; AASHTO T102	each	N/A
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C; AASHTO T79	each	N/A
Flash Point with Tag Open-Cup Apparatus for Use with Material Having Flash Point Less Than 93	Tex-512-C; AASHTO T79	each	N/A
Saybolt Viscosity	Tex-513-C; AASHTO T72	each	N/A
Cutback Asphalts-Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts-Weight per Gallon of Emulsified Asphalt	Tex-514-C; ASTM D3142; ASTM D244	each	N/A
Distillation of Cutback Asphalt Products	Tex-515-C; AASHTO T78	each	N/A
Float Test for Bituminous Materials	Tex-519-C; AASHTO T50	each	N/A
Standard Test Method for Emulsified Asphalts	Tex-521-C; AASHTO T59	each	N/A
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C; AASHTO T202	each	N/A
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C; AASHTO T201	each	N/A
Determining Polymer Additive Percentages in Polymer Modified Asphalt Cements	Tex-533-C	each	N/A
Calculating Viscosity from Penetration	Tex-535C	each	N/A
Elastic Recovery of Tensile Deformation Using a Ductilometer	Tex-539-C	each	N/A
Measurement of Polymer Separation on Heating in Modified Asphalt Systems	Tex-540-C	each	N/A
Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C, AASHTO T240	each	N/A

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services - Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Asphalt Tests</u></b>			
Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	N/A
Determining Rheological Properties of Asphalt Binder Using Dynamic Shear Rheometer	AASHTO T315	each	N/A
Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	N/A
Resilience Test for Sealants and Repair Materials	Tex-547-C	each	N/A
Tensile Strain to Failure	Tex-548-C	each	N/A
Cone Flow Test	Tex-549-C	each	N/A
Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	N/A
Settlement of Sealants and Repair Materials	Tex-551-C	each	N/A
<b><u>Bituminous Tests</u></b>			
Sieve Analysis for Fine and Coarse Aggregate	Tex-200-F	each	\$ 85.00
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	\$ 90.00
Apparent Specific Gravity of Material Finer than No. 50 Sieve	Tex-202-F	each	\$ 90.00
Sand Equivalent	Tex-203-F	each	\$ 120.00
Design of Bituminous Mixtures	Tex-204-F	each	\$ 2,500.00
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	\$ 140.00
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	Tex-206-F	set of 3	\$ 100.00
Determining Density of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	\$ 75.00
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	\$ 70.00
Determining Density of Compacted Bituminous Mixtures (Vacuum Method)	Tex-207-F (Part VI)	each	\$ 75.00
Determining Density of Permeable Friction Course (PFC) Mixtures	Tex-207-F (Part VIII)	each	\$ 80.00
		set of 3	
Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 120.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services – Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Asphalt Tests</u></b>			
Determining Asphalt Content of Bituminous by Extraction	Tex-210-F	each	\$ 185.00
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	each	N/A
Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	N/A
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	Tex-213-F	each	N/A
Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 90.00
Determining Flakiness index	Tex-224-F	each	\$ 100.00
Indirect Tensile Strength Test	Tex-226-F	set of 3	\$ 95.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 90.00
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	Tex-228-F	each	\$ 120.00
Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 75.00
Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	N/A
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 175.00
Asphalt Release Agents	Tex-239-F	each	N/A
Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures	Tex-241-F	set of 3	\$ 140.00
Hamburg Wheel-Tracking Test	Tex-242-F	each	\$ 550.00
Tack Coat Adhesion	Tex-243-F	each	N/A
Thermal Profile	Tex-244-F	each	\$ 175.00
Cantabro Loss	Tex-245-F	each	\$ 200.00
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 80.00



## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services – Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Asphalt Tests - Continued</u></b>			
Overlay Test	Tex-248-G	set of 3	\$ 650.00
Determining Flat and Elongated Particles	Tex-280-F	each	\$ 130.00
Effect of Water on Bituminous Paving Mixtures	Tex-530-C	each	N/A
<b><u>Concrete and Aggregate Tests</u></b>			
Compressive Strength of Cement Mortars	ASTM C109	set of 3	\$ 80.00
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	\$ 85.00
Fineness of Modulus of Fine Aggregate	Tex-402-A	each	\$ 80.00
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	\$ 80.00
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	\$ 75.00
Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 60.00
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	\$ 75.00
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	\$ 75.00
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 75.00
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A	each	\$ 2,450.00
Soundness of Aggregate Using Sodium Sulfate of Magnesium sulfate	Tex-411-A	each	\$ 250.00
Determining Deleterious Material in Mineral Aggregate	Tex-413-A	each	\$ 85.00
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$ 45.00
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A	each	\$ 20.00
Compressive Strength of Concrete Using Portions of Beams Broken in Flexure	Tex-419-A	each	N/A
Splitting Tensile Strength of Cylindrical Concrete Specimens	Tex-421-A	each	\$ 190.00

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Materials Engineering Services – Continued			
Services To Be Provided	Test Code	Unit	Contract Rate
<b><u>Concrete and Aggregate Tests - Continued</u></b>			
Determining Pavement Thickness by Direct Measurement	Tex-423-A	each	hourly
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A	each	\$ 175.00
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	\$ 95.00
Measuring Texture Depth by the Sand Patch Method	Tex-436-A	each	\$ 85.00
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$ 80.00
Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	N/A
Determining Compressive Strength of Grouts	Tex-442-A	each	N/A
Flexural Strength of Concrete Using Simple Beam Third-Point Loading	Tex-448-A	each	\$ 50.00
Capping Cylindrical Concrete Specimens	Tex-450-A	each	\$ 30.00
Determining Crushed Face Particle Count	Tex-460-A	each	\$ 60.00
Degradation of Coarse Aggregate by Micro-Deval Abrasion	Tex-461-A	each	\$ 230.00
<b><u>Chemical Tests</u></b>			
Sampling and Testing Lime	Tex-600-L	each	N/A
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	\$ 180.00
Test Method for Volatile Content in Coatings (% Solids)	ASTM D2369	each	N/A

## EXHIBIT D – Continued

BEYOND ENGINEERING and TESTING, LLC (Subconsultant)

Other Direct Expenses	
Mileage	Current IRS Rate
4x4 Truck Daily Rate	\$75.00

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 5 for a time extension to a Professional Service Agreement between Hays County and M&S Engineering, LLC for the Low Water Crossings, Precinct 4 (Bear Creek Pass/Sycamore Creek Road) project as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$0.00

#### LINE ITEM NUMBER

035-804-96-870]

#### 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 requested Change Order will add 55 project calendar days to the M&S Engineering, LLC Professional Services Agreement for the Low Water Crossing, Precinct 4 (Bear Creek Pass/Sycamore Creek Road) [25-870-034] Road Bond Project to address comments from the County. This time extension will allow M&S to bill for time they spent addressing comments from the County on their project close out. No additional funds are required for this Change Order.



Hays County Transportation Department Change Order Request Form

Date: 03/30/2021 Contract Performance Date: 12/19/2017

Project Name: Hays County Low Water Crossings, Precinct 4 (Bear Creek Pass/Sycamore Ck. Rd.)

Contract number: \_\_\_\_\_

Contractor/Consultant: M&S Engineering, LLC

Change Order Number: 5

Change in Scope Necessitating Change-Order:

Address comments from County.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 109,500.00

Net Amount of Previously Authorized Change Order: \$ 8,750.00

Net Amount for this requested change order: \$ 0.00

Total Contract Amount with all change orders: \$ 118,250.00

Original Contract Performance Length: 120 Days

Net previous schedule change orders: 993 Days

Net Schedule adjustment requested this change order: 55\* Days

Total performance days with change orders: 1048 Days

Contractor: Jerod Mott Sign: *Jerod Mott* Date: 03/30/2021

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

Change in scope necessitating Change-Order (Continued):

Net Schedule Adjustment Requested this Change-Order\*:

- \* - 55 days requested is calculated from the date of the previous allotted time which ends September 7, 2020 and has a new termination date of November 1, 2020.

## 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 Change Order No. 11 to the Construction Contract between Hays County and Sterling Delaware Holding Company (Texas Sterling) for the FM 1626 South project as part of the Hays County-TxDOT Pass-Through Finance Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$168,681.57

#### LINE ITEM NUMBER

033-802-96-628.5611\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Change Order No. 11 adds a new Contract Item and plan sheets for Texas Sterling for revisions to the Hazardous Material (Hazmat) Trap E due to field conditions. No additional days will be added or deducted at this time as a result of this Change Order.

**HAYS COUNTY, TEXAS**  
**CHANGE ORDER NUMBER: 11**


1. CONTRACTOR: Sterling Delaware Holding Company
2. Change Order Work Limits: Sta. 1006+00 to Sta. 1180+12
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the work being revised:

Project:	<u>PTF 1502(613)</u>
Roadway:	<u>FM 1626 South</u>
CSJ:	<u>1539-01-013</u>

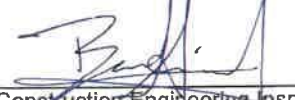
**2A. Differing site conditions (unforeseeable):** This modification adds a Contract item to construct the revisions to the Hazardous Material (Hazmat) Trap E due to field conditions. This modification also adds revised plan sheets associated with this revision.

5. New or revised plan sheet(s) are attached and numbered: 415, 415A, 415B, 415C
6. New Special Provisions to Item \_\_\_\_ No. \_\_\_\_, Special Specification Item \_\_\_\_ are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions must be noted. *(See below)</p> <p>THE CONTRACTOR Date <u>2-10-21</u></p> <p>Signature <u></u></p> <p>Printed Name <u>GREG MCV EY</u></p> <p>Printed Title <u>SR. VICE PRESIDENT</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$168,681.57</u></p> <p>For TxDOT/FHWA use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>
---	--

**RECOMMENDED FOR EXECUTION:**

 03/17/2021  
Construction Engineering Inspector Date

 3/17/21  
General Engineering Consultant Date

 3/17/2021  
Program Manager Date

**APPROVED:**

\_\_\_\_\_  
Commissioner, Precinct 2  
Hays County Date

**TXDOT CONCURRENCE:**

\_\_\_\_\_  
TxDOT South Travis/Hays Co Area Engineer Date

**APPROVED:**

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

\* Additional days may be added by Time Extension to be determined upon completion of work and detailed review of the schedule and updates. If justified, additional days will be added under a separate Change Order. If additional costs impacts are justified through a detailed review, those costs will be adjusted in the Contract under a separate Change Order.



## HAYS COUNTY, TEXAS

CHANGE ORDER NUMBER: 11

Project # PTF 1502(613)

**TABLE A:** Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			

**TABLE B:** Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
9011-0001	Force Account - Hazmat Trap E Revision	DOL	\$1.00	0.00	\$0.00	168,681.57	168,681.57	\$168,681.57	\$168,681.57
TOTALS					\$0.00			\$168,681.57	\$168,681.57

### FM 1626 South - Hazmat Trap E Force Account Summary

Date	Description	Labor (Incl 55% & 25% Markup)	Equipment (Incl 15% Markup)	Material (Incl 25% Markup)	Subcontractor (Incl 5% Markup)	Total (Incl 1% Bond Markup)
Tue, Jun 30, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Wed, Jul 01, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Thu, Jul 02, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Fri, Jul 03, 2020	Heavy Holiday - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sat, Jul 04, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Jul 05, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Jul 06, 2020	FA Work - Day 1	\$ 3,042.91	\$ 11,139.90	\$ 5,739.69	\$ 4,282.51	\$ 24,447.06
Tue, Jul 07, 2020	FA Work - Day 2	\$ 3,408.21	\$ 596.57	\$ 706.95	\$ -	\$ 4,758.85
Wed, Jul 08, 2020	FA Work - Day 3	\$ 2,889.91	\$ 2,713.17	\$ -	\$ 330.75	\$ 5,993.17
Thu, Jul 09, 2020	FA Work - Day 4	\$ 3,053.82	\$ 483.60	\$ -	\$ -	\$ 3,572.79
Fri, Jul 10, 2020	FA Work - Day 5	\$ 2,512.44	\$ 467.31	\$ -	\$ -	\$ 3,009.55
Sat, Jul 11, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Jul 12, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Jul 13, 2020	FA Work - Day 6	\$ 2,729.82	\$ 483.60	\$ -	\$ -	\$ 3,245.55
Tue, Jul 14, 2020	FA Work - Day 7	\$ 2,777.67	\$ 467.31	\$ 910.56	\$ -	\$ 4,197.10
Wed, Jul 15, 2020	FA Work - Day 8	\$ 2,844.00	\$ 467.31	\$ 11,285.98	\$ -	\$ 14,743.26
Thu, Jul 16, 2020	FA Work - Day 9	\$ 2,450.71	\$ 467.41	\$ 117.54	\$ -	\$ 3,066.02
Fri, Jul 17, 2020	FA Work - Day 10	\$ 2,535.75	\$ 467.31	\$ -	\$ -	\$ 3,033.09
Sat, Jul 18, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Jul 19, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Jul 20, 2020	FA Work - Day 11	\$ 2,523.37	\$ 483.60	\$ 1,487.50	\$ -	\$ 4,539.41
Tue, Jul 21, 2020	FA Work - Day 12	\$ 2,381.40	\$ 469.04	\$ -	\$ -	\$ 2,878.94
Wed, Jul 22, 2020	FA Work - Day 13	\$ 3,314.82	\$ 485.32	\$ -	\$ 11,723.25	\$ 15,678.62
Thu, Jul 23, 2020	FA Work - Day 14	\$ 3,564.91	\$ 661.83	\$ 2,307.33	\$ 477.75	\$ 7,081.94
Fri, Jul 24, 2020	FA Work - Day 15	\$ 3,406.19	\$ 486.57	\$ 2,389.38	\$ -	\$ 6,344.96
Sat, Jul 25, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Jul 26, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Jul 27, 2020	FA Work - Day 16	\$ 3,408.31	\$ 1,028.77	\$ 110.80	\$ -	\$ 4,593.36
Tue, Jul 28, 2020	FA Work - Day 17	\$ 3,314.82	\$ 1,045.05	\$ -	\$ -	\$ 4,403.47
Wed, Jul 29, 2020	FA Work - Day 18	\$ 1,584.14	\$ 282.21	\$ 1,091.73	\$ -	\$ 2,987.66
* Thu, Jul 30, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Fri, Jul 31, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sat, Aug 01, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Aug 02, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Mon, Aug 03, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Tue, Aug 04, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Wed, Aug 05, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Thu, Aug 06, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Fri, Aug 07, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sat, Aug 08, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Aug 09, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
* Mon, Aug 10, 2020	No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Tue, Aug 11, 2020	FA Work - Day 19	\$ 2,760.09	\$ 738.36	\$ 102.30	\$ 1,273.07	\$ 4,922.56
Wed, Aug 12, 2020	FA Work - Day 20	\$ 2,184.75	\$ 541.34	\$ -	\$ -	\$ 2,753.35
Thu, Aug 13, 2020	FA Work - Day 21	\$ 2,789.11	\$ 9,739.78	\$ 731.88	\$ -	\$ 13,393.38
Fri, Aug 14, 2020	FA Work - Day 22	\$ 2,789.11	\$ 639.92	\$ 1,647.68	\$ -	\$ 5,127.48
Sat, Aug 15, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Aug 16, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Aug 17, 2020	FA Work - Day 23	\$ 319.51	\$ 1,446.92	\$ -	\$ -	\$ 1,784.09
Tue, Aug 18, 2020	FA Work - Day 24	\$ 2,789.11	\$ 1,414.34	\$ -	\$ -	\$ 4,245.48
Wed, Aug 19, 2020	FA Work - Day 25	\$ 2,757.15	\$ 748.90	\$ 644.78	\$ 420.00	\$ 4,616.54
Thu, Aug 20, 2020	FA Work - Day 26	\$ 2,632.51	\$ 1,296.18	\$ -	\$ 840.00	\$ 4,816.38
Fri, Aug 21, 2020	FA Work - Day 27	\$ 2,463.75	\$ 485.17	\$ 920.00	\$ -	\$ 3,907.61
Sat, Aug 22, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Sun, Aug 23, 2020	Weekend - No FA Work	\$ -	\$ -	\$ -	\$ -	\$ -
Mon, Aug 24, 2020	FA Work - Day 28	\$ 1,430.11	\$ 208.90	\$ 1,083.13	\$ -	\$ 2,749.36
Tue, Aug 25, 2020	FA Work - Day 29	\$ 1,328.85	\$ 208.96	\$ 235.00	\$ -	\$ 1,790.54
		<b>\$ 75,987.25</b>	<b>\$ 40,164.65</b>	<b>\$ 31,512.23</b>	<b>\$ 19,347.33</b>	<b>\$ 168,681.57</b>

\* Texas Sterling elected not to perform Force Account work, and allocate crews elsewhere to complete remaining Contract items of work.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$1,312,418.44 for Sunset Oaks, Section 4, Phase 1A Subdivision (Bond #0722785).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

#### SUMMARY

The final plat for Sunset Oaks, Section 4, Phase 1A subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been conditionally approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

## SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd. as Principal, and Harco National Insurance Company, a Corporation of the State of Illinois, authorized to write Surety Bonds in the State of Texas, as Surety are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of One million three hundred twelve thousand four hundred eighteen and 44/100 Dollars (\$1,312,418.44) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:


To insure completion of roadway and drainage improvements as itemized by the Sunset Oaks Section 4 Phase 1A Subdivision Fiscal Estimate in connection with the street and drainage improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.


NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1<sup>st</sup> day of February, 2021.

Lennar Homes of Texas Land and Construction, Ltd.,  
a Texas limited partnership  
By: U.S. Home Corporation,  
a Delaware corporation, its General Partner

  
\_\_\_\_\_  
PRINCIPAL  
*Charlie Coleman*  
*Vice President*

Harco National Insurance Company

  
\_\_\_\_\_  
SURETY *My Hua, Attorney-in-Fact*



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0722785

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MY HUA, KATHY R. MAIR, MECHELLE LARKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2019



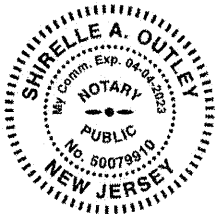
STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

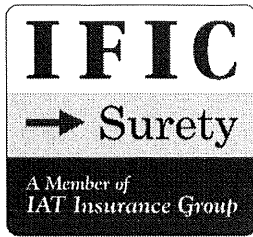
I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 01, 2021



201

Irene Martins, Assistant Secretary



ALLEGHENY CASUALTY COMPANY

## Addendum: Usage of e-Seal and e-Signature for IFIC Surety Bond Forms

To ensure uninterrupted business continuity during the extent of the Covid-19 pandemic, Harco National Insurance Company, International Fidelity Insurance Company and Allegheny Casualty Company (herein the "Company") has authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, territories and possessions to affix an electronic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney during the extent of the Covid-19 pandemic.

This authority is effective on this day, the 29th of June, 2020 and shall remain in place until December 31, 2020 or until a National declaration is announced that the Covid – 19 pandemic restrictions have ceased.

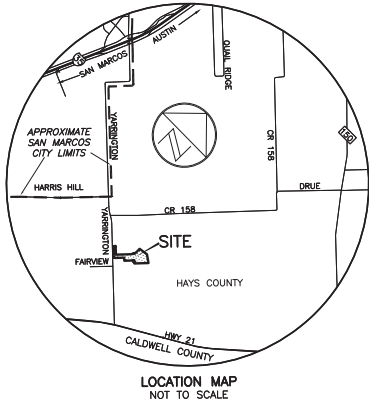
**Harco National Insurance Company, International Fidelity Insurance Company and Allegheny Casualty Company.**



---

Authorized by: Kenneth Chapman  
Executive Vice President , Surety

# FINAL SUBDIVISION PLAT: SUNSET OAKS SECTION 4, PHASE 1A HAYS COUNTY, TEXAS



LOT SIZE CHART	
SIZE(AC)	#
≥10	1
≥5 <10	1
≥2 <5	1
≥1 <2	1
<1	146

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221  
SUBMITTAL DATE: October 22, 2019  
TOTAL AREA OF THIS PLAT: 48,244 AC.  
TOTAL NUMBER OF LOTS: 149  
RESIDENTIAL: 143  
OPEN SPACE: 4  
FUTURE DEVELOPMENT: 2

## LINEAR FEET OF NEW STREETS

AMBER GLEN	233
SOAPSTONE PASS	1052
GEODE GLEN	1996
FELDSPAR WAY	549
CITRINE CREST	135
MICA TRAIL	1017
GABRO GARDENS	909

## RIGHT-OF-WAY DEDICATION AREA SUMMARY

AMBER GLEN	0.410 AC.	17861 SQ. FT.
SOAPSTONE PASS	1.081 AC.	47127 SQ. FT.
GEODE GLEN	2.520 AC.	61869 SQ. FT.
FELDSPAR WAY	0.632 AC.	27532 SQ. FT.
CITRINE CREST	0.132 AC.	5770 SQ. FT.
MICA TRAIL	1.100 AC.	17917 SQ. FT.
GABRO GARDENS	0.998 AC.	43487 SQ. FT.

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P941".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:  
N 13885328.23  
E 2332261.23

TEXAS STATE PLANE COORDINATES:  
N 13883523.37  
E 2331958.07

ELEVATION = 672.80'  
VERTICAL DATUM: NAVD 88 (GEOID 12B)  
COMBINED SCALE FACTOR = 0.999870017  
(FOR SURFACE TO GRID CONVERSION)  
INVERSE SCALE FACTOR = 1.000130  
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0  
THETA ANGLE: 0°33'44"

P941 IS LOCATED 48.4' +/- N.W. FROM A POWER POLE AND 39.0' +/- N.W. FROM A GUY WIRE LOCATED IN THE SOUTHEAST CORNER OF THE SUBJECT TRACT.

C.O.S.M. G.P.S. PT. 10 IS LOCATED ON THE NORTHBEND FEEDER ROAD OF IH 35, EAST SIDE, APPROXIMATELY ONE HALF MILE SOUTH OF TECHNOLOGY WAY.

GRID COORDINATES  
N:13884697.77  
E:233093.36

GRID: N: 13,888,162.71  
GRID: E: 2,320,954.79  
ELEV. 629.35'  
NAD83

C.O.S.M.  
GPS PT. 10

LOT 12  
THE FARMS  
VOL. 1, PG.153

LOT 1  
THE FARMS  
VOL. 1, PG.153

DAVID L & TRACY J BANDY  
(14.06 ACRES)  
VOL. 875, PG. 377

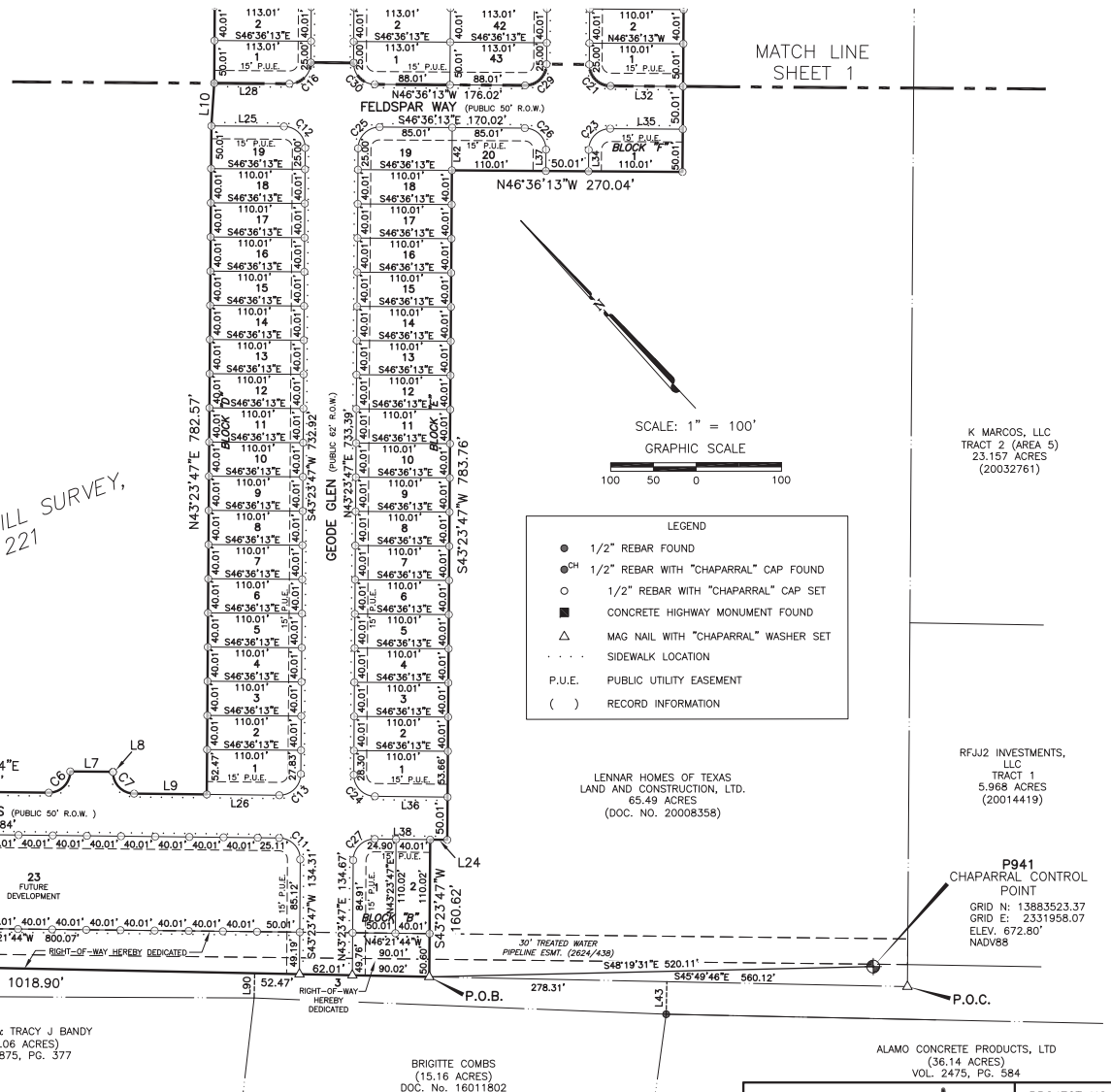
OWNER/DEVELOPER:  
LENNAR HOMES OF TEXAS  
AND CONSTRUCTION, LTD.  
13620 N. FM 620,  
BUILDING B, SUITE 150  
AUSTIN, TX 78717

ENGINEER:  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292-0006

SURVEYOR:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 McCall LANE  
AUSTIN, TX 78744  
(512) 443-1724

SUBMITTAL DATE: October 16, 2019

203

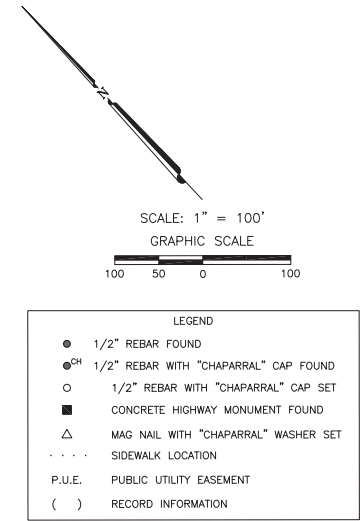
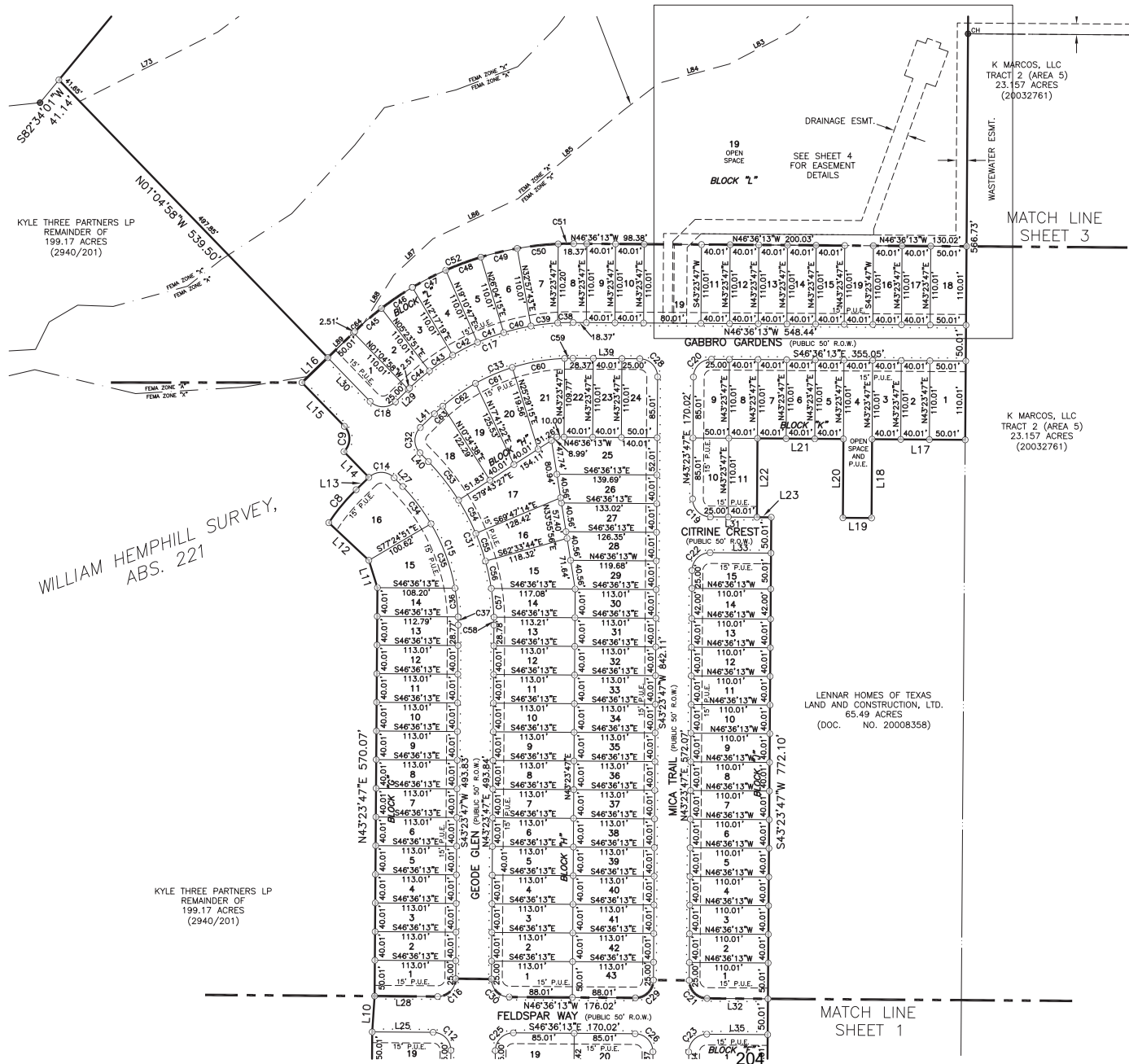



**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1286-001  
DRAWING NO.:  
1286-001 PL 1A-4.dwg  
PLOT DATE:  
3/10/2021  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
RGH  
SHEET  
01 OF 06



FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1A  
HAYS COUNTY, TEXAS





**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1286-001

DRAWING NO.:  
1286-001 PL 1A-4.dwg

PLOT DATE:  
3/09/2021

PLOT SCALE:  
1"=100'

DRAWN BY:  
RGH

SHEET  
02 OF 06



FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1A  
HAYS COUNTY, TEXAS

LASALLE HOLDINGS, LTD.  
811.38 ACRES  
(2909/684)  
(DOC. No. 06011869)

GRID COORDINATES  
N:13885700.62  
E:2334072.05

K MARCOS, LLC.  
REMAINDER OF  
331.552 ACRES  
(DOC. No. 18042121)

WILLIAM HEMPHILL SURVEY,  
ABS. 221

SCALE: 1" = 100'  
GRAPHIC SCALE  
100 50 0 100

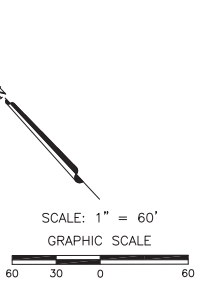
LEGEND

- 1/2" REBAR FOUND
- <sup>CH</sup> 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- CONCRETE HIGHWAY MONUMENT FOUND
- △ MAG NAIL WITH "CHAPARRAL" WASHER SET
- ... SIDEWALK LOCATION
- P.U.E. PUBLIC UTILITY EASEMENT
- ( ) RECORD INFORMATION

D.E. LINE TABLE		
L73	N73°39'51"W	216.00'
L74	N83°27'54"W	137.45'
L75	S69°26'05"W	370.32'
L76	N80°14'42"W	252.46'
L77	N54°50'00"W	160.71'
L78	N39°48'23"W	408.30'
L79	N43°23'48"E	500.08'
L80	S46°36'27"E	103.21'
L81	S28°20'14"E	91.59'
L82	S89°57'32"E	74.94'
L83	S74°28'00"E	100.05'
L84	S62°16'17"E	101.75'
L85	S86°58'17"E	190.72'
L86	S72°15'08"E	131.58'
L87	S89°57'34"E	75.15'
L88	N75°04'53"E	78.46'
L89	N88°55'02"E	52.52'

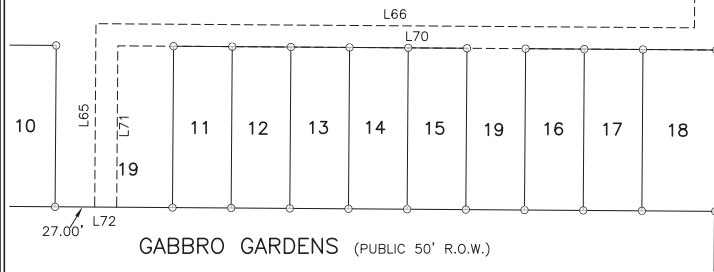
D.E. CURVE TABLE				
C64	435.06'	2°15'30"	17.15'	S89°57'13"E 17.15'

FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1A  
HAYS COUNTY, TEXAS



19  
OPEN  
SPACE

BLOCK "L"

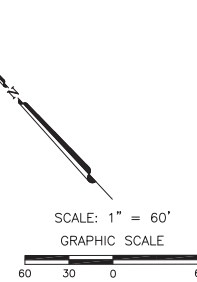


WASTEWATER EASEMENT  
DETAIL

WASTEWATER ESMT.  
DOC. No. \_\_\_\_\_

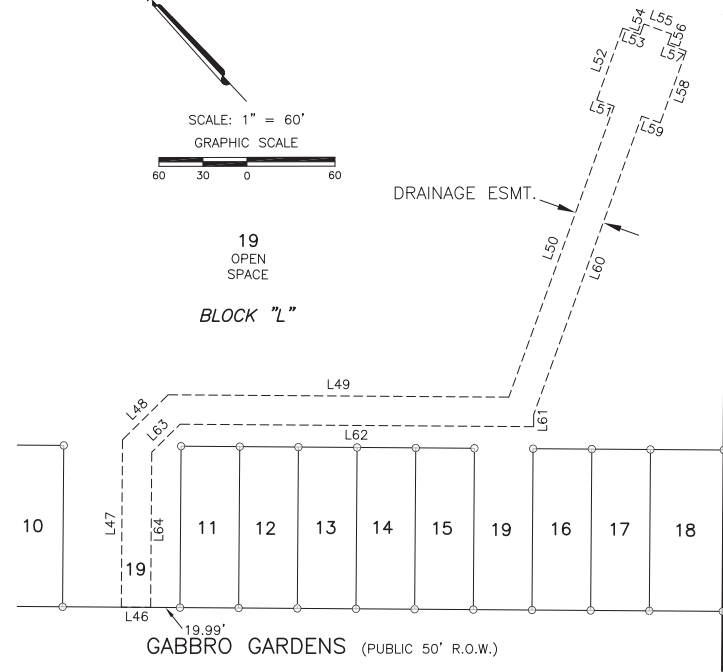
K MARCOS, LLC  
TRACT 2 (AREA 5)  
23.157 ACRES  
(20032761)

WASTEWATER ESMT.



19  
OPEN  
SPACE

BLOCK "L"



DRAINAGE EASEMENT  
DETAIL

DRAINAGE ESMT.

K MARCOS, LLC  
TRACT 2 (AREA 5)  
23.157 ACRES  
(20032761)

ESMT. LINE TABLE		
L46	N46°36'13"W	20.00'
L47	N43°25'08"E	114.16'
L48	N88°24'32"E	43.65'
L49	S46°36'13"E	232.28'
L50	N62°54'32"E	210.99'
L51	N27°05'28"W	12.60'
L52	N62°54'32"E	52.01'
L53	S27°05'28"E	12.60'
L54	N62°54'32"E	7.57'
L55	S27°05'28"E	20.00'
L56	S62°54'32"W	7.57'
L57	S27°05'28"E	13.40'
L58	S62°54'32"W	52.01'
L59	N27°05'28"W	13.40'
L60	S62°54'32"W	216.34'

ESMT. LINE TABLE		
L61	S43°25'40"W	8.28'
L62	N46°36'13"W	241.06'
L63	S88°24'32"W	27.08'
L64	S43°25'08"W	105.87'
L65	S43°23'47"W	125.02'
L66	N46°36'12"W	408.05'
L67	S43°23'47"W	296.69'
L68	S46°36'27"E	15.00'
L69	S43°23'48"W	311.70'
L70	N46°36'12"W	408.05'
L71	S43°23'47"W	110.01'
L72	N46°36'13"W	15.00'

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1286-001  
DRAWING NO.:  
1286-001 PL 1A-4.dwg  
PLOT DATE:  
3/09/2021  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
RGH  
SHEET  
04 OF 06

**FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1A  
HAYS COUNTY, TEXAS**

**SINGLE FAMILY LOTS -- AREA SUMMARY**

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	25.04'	98°59'54"	43.26'	N00°00'00"W 38.08'
C2	25.00'	84°08'20"	36.72'	S88°25'53"E 33.51'
C3	25.00'	95°51'40"	41.83'	S01°34'07"W 37.12'
C4	25.00'	90°14'29"	39.38'	N88°31'02"E 35.43'
C5	25.00'	89°45'31"	39.17'	S01°28'58"E 35.29'
C6	25.00'	90°14'29"	39.38'	N88°31'02"E 35.43'
C7	25.00'	89°45'31"	39.17'	S01°28'58"E 35.29'
C8	275.04'	12°29'55"	60.00'	N82°40'04"E 59.88'
C9	25.00'	90°00'00"	39.28'	N43°55'02"E 35.36'
C10	25.00'	84°08'20"	36.72'	S88°25'53"E 33.51'
C11	25.00'	89°45'31"	39.17'	S01°28'58"E 35.29'
C12	25.00'	90°00'00"	39.28'	S01°36'13"E 35.36'
C13	25.00'	90°14'29"	39.38'	S88°31'02"W 35.43'
C14	25.00'	90°00'00"	39.28'	S46°04'58"E 35.36'
C15	275.04'	44°28'45"	213.51'	S21°09'25"W 208.19'
C16	25.00'	90°00'00"	39.27'	S88°23'47"W 35.36'
C17	325.04'	44°28'45"	252.33'	N68°50'35"W 246.04'
C18	25.00'	90°00'00"	39.28'	N46°04'58"W 35.36'
C19	25.00'	90°00'00"	39.28'	N01°36'13"W 35.36'
C20	25.00'	90°00'00"	39.27'	N88°23'47"E 35.36'
C21	25.00'	90°00'00"	39.28'	N01°36'13"W 35.36'
C22	25.00'	90°00'00"	39.27'	N88°23'47"E 35.36'
C23	25.00'	90°00'00"	39.27'	N88°23'47"E 35.36'
C24	25.00'	89°45'31"	39.17'	N01°28'58"W 35.29'
C25	25.00'	90°00'00"	39.27'	N88°23'47"E 35.36'
C26	25.00'	90°00'00"	39.28'	S01°36'13"E 35.36'
C27	25.00'	90°14'29"	39.38'	N88°31'02"E 35.43'
C28	25.00'	90°00'00"	39.27'	S01°36'13"E 35.36'
C29	25.00'	90°00'00"	39.28'	S88°23'47"W 35.36'
C30	25.00'	90°00'00"	39.27'	N01°36'13"W 35.36'
C31	325.04'	44°28'41"	252.33'	N21°09'23"E 246.04'
C32	25.00'	90°00'00"	39.28'	N43°55'01"E 35.36'
C33	275.04'	44°28'45"	213.51'	S68°50'35"E 208.19'
C34	275.04'	13°40'11"	65.62'	N05°45'07"E 65.46'
C35	275.04'	20°04'23"	96.36'	N22°37'24"E 95.86'
C36	275.04'	8°23'46"	40.30'	N36°51'28"E 40.27'
C37	275.04'	2°20'26"	11.24'	N42°13'34"E 11.23'
C38	325.04'	3°48'59"	21.65'	N48°30'42"W 21.65'
C39	325.04'	6°37'05"	37.55'	N53°43'45"W 37.52'
C40	325.04'	6°53'28"	39.09'	N60°29'01"W 39.07'
C41	325.04'	6°53'28"	39.09'	N67°22'29"W 39.07'
C42	325.04'	6°53'28"	39.09'	N74°15'57"W 39.07'
C43	325.04'	6°53'28"	39.09'	N81°09'25"W 39.07'
C44	325.04'	6°28'49"	36.76'	N87°50'34"W 36.74'
C45	435.06'	6°28'49"	49.21'	N87°50'34"W 49.18'
C46	435.06'	6°53'28"	52.33'	N81°09'25"W 52.29'
C47	435.06'	6°53'28"	52.33'	N74°15'57"W 52.29'
C48	435.06'	6°53'28"	52.33'	N67°22'29"W 52.29'
C49	435.06'	6°53'28"	52.33'	N60°29'01"W 52.29'
C50	435.06'	7°35'03"	57.59'	N53°14'46"W 57.55'
C51	435.06'	2°51'01"	21.64'	N48°01'44"W 21.64'
C52	435.06'	44°28'45"	337.74'	N68°50'35"W 329.32'
C53	325.04'	12°05'02"	68.55'	N04°57'33"E 68.43'
C54	325.05'	9°12'42"	52.26'	N15°36'25"E 52.20'
C55	325.05'	7°13'30"	40.99'	N23°49'31"E 40.96'
C56	325.04'	6°53'21"	39.08'	N30°52'56"E 39.06'
C57	325.04'	7°05'21"	40.22'	N37°52'17"E 40.19'
C58	325.04'	1°58'45"	11.23'	N42°24'21"E 11.23'
C59	275.04'	2°25'27"	11.64'	N47°48'56"W 11.64'
C60	275.04'	15°29'05"	74.33'	N56°46'13"W 74.11'
C61	275.04'	1°14'01"	56.02'	N70°20'52"W 55.93'
C62	275.04'	1°13'12"	55.70'	N81°59'05"W 55.60'
C63	275.04'	3°17'47"	15.82'	N89°26'05"W 15.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N43°38'16"E	50.01'
L2	S46°21'44"E	11.67'
L3	N49°29'57"E	11.50'
L4	S40°30'03"E	62.01'
L5	S46°36'13"E	50.01'
L6	S43°23'47"W	0.42'
L7	S46°36'13"E	50.01'
L8	S43°23'47"W	0.42'
L9	S46°21'44"E	85.12'
L10	N46°49'49"E	50.10'
L11	N25°36'37"E	40.01'
L12	N03°51'10"W	76.76'
L13	N88°55'02"E	24.75'
L14	N01°04'58"W	50.01'
L15	N01°04'58"W	85.01'
L16	N88°55'02"E	50.01'
L17	N46°36'13"W	130.02'
L18	S43°23'47"W	110.01'
L19	N46°36'13"W	40.01'
L20	N43°23'47"E	110.01'
L21	N46°36'13"W	120.02'
L22	S43°23'47"W	110.01'
L23	S46°36'13"E	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N46°21'44"W	20.00'
L25	S46°36'13"E	85.01'
L26	N46°21'44"W	84.91'
L27	S01°04'58"E	16.97'
L28	N46°36'13"W	88.01'
L29	S88°55'02"W	27.51'
L30	N01°04'58"W	85.01'
L31	N46°36'13"W	65.01'
L32	N46°36'13"W	85.01'
L33	S46°36'13"E	85.01'
L34	N43°23'47"E	25.00'
L35	S46°36'13"E	85.01'
L36	N46°21'44"W	85.12'
L37	S43°23'47"W	25.00'
L38	S46°21'44"E	64.90'
L39	S46°36'12"E	93.38'
L40	N01°04'58"W	16.97'
L41	N88°55'02"E	27.51'
L42	N43°23'47"E	50.01'
L43	N44°10'14"E	38.09'
L44	S45°12'07"W	41.79'
L45	N46°21'44"W	15.00'
L90	N44°10'14"E	28.95'

**NOTES:**

- FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
- TYPICAL LOT SIZE 40'X110'
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BRINKLEY AND BARFIELD, INC., DATED JULY 2019 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
- DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
- THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
- THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
- A 15 FOOT-WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY.
- PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: YARRINGTON ROAD, AMBER GLEN, SOAPSTONE PASS, GEODE GLEN, PEMBROKE TRAIL, FELDSPAR WAY, CITRINE CREST, MICA TRAIL AND GABBRIO GARDENS. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
- FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 02, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
- THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
- UTILITY INFORMATION:  
WATER: MAXWELL W.S.C.  
SEWER: AQUA TEXAS, INC.  
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
- THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS ETJ.
- LOT 20 AND 21, BLOCK A, LOT 22, BLOCK B, LOT 4, BLOCK K, AND LOT 23, BLOCK L ARE OPEN SPACE LOTS. THESE LOTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
- THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR CORNER LOT SIDE SETBACK AND DRIVEWAY SPACING.
- DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- PARKLAND DEVELOPMENT FEE HAS BEEN ADDRESSED IN PICP PERMIT #2020-33005.
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
- LOT 4, BLOCK "K" IS HEREBY DESIGNATED AS OPEN SPACE AND PUBLIC UTILITY EASEMENT (P.U.E.)
- NO FENCE OF OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.

**OPEN SPACE LOTS & P.U.E. -- AREA SUMMARY**

BLOCK K:  
LOT 4 8802 Sq Feet

**OPEN SPACE LOTS -- AREA SUMMARY**

BLOCK A:  
LOT 21 1650 Sq Feet  
LOT 22 2289 Sq Feet  
LOT 23 121954 Sq Feet

BLOCK L:  
LOT 19 974468 Sq Feet

**RIGHT-OF-WAY DEDICATION LOTS -- AREA SUMMARY**

BLOCK A:  
LOT 20 2.800 Acres 36471 Sq Feet

BLOCK B:  
LOT 3 0.104 Acre 4517 Sq Feet

Total: 2.904 Acres 40988 Sq Feet

**BUILDING SETBACK SUMMARY**

FRONT BUILDING SETBACK 25'

CORNER LOT SETBACK 10'

FOR REAR AND INTERIOR LOT SET BACKS  
REFER TO H.O.A. RESTRICTIONS

  
**Professional Land Surveying, Inc.**  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1286-001  
DRAWING NO.:  
1286-001 PL 1A-4.dwg  
PLOT DATE:  
3/09/2021  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
RGH  
**SHEET  
05 OF 06**

FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1A  
HAYS COUNTY, TEXAS

OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, AS OWNER OF THE PORTION OF THAT 65.49 ACRES TRACT SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 48.244 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

SUNSET OAKS SECTION 4, PHASE 1A,

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS'S; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KEVIN PAPE, AUTHORIZED AGENT  
LENNAR HOMES OF TEXAS AND CONSTRUCTION, LTD.  
13620 N. FM 620  
BUILDING B, SUITE 150  
AUSTIN, TX. 78717

STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

SURVEYOR'S CERTIFICATION:

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document, (Per "The Board of Professional Land Surveying" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)

BRYAN D. NEWSOME, R.P.L.S. NO. 5657  
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 McCALL LANE  
AUSTIN, TX 78744  
(512) 443-1724  
TBPLS FIRM NO. 10124500

ENGINEER'S CERTIFICATION:

I, STEPHEN A. SHERRILL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES UNDER THE AUTHORITY OF STEPHEN A. SHERRILL, P.E. #60733, DATE 05/21/2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(c)

STEPHEN A. SHERRILL, P.E. NO. 60733  
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292-0006  
TBPE FIRM REGISTRATION NO. F-257

METES AND BOUNDS DESCRIPTION:

48.244 ACRES  
HAYS COUNTY, TEXAS

A DESCRIPTION OF 48.244 ACRES IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 65.49 ACRE TRACT CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN A WARRANTY DEED DATED MARCH 04, 2020 OF RECORD IN DOCUMENT NUMBER 20008358, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT); SAID 48.244 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a Mag Nail with 'CHAPARRAL BOUNDARY' washer set in the soil for the northeast right-of-way line of Yarrington Road (County Road 159), being the southernmost corner of said 199.17 acre tract;

THENCE North 45° 49' 46" West, with the northeast right-of-way line of Yarrington Road (County Road 159) and the southwest line of said 199.17 acre tract, 560.12 feet to a mag nail with 'CHAPARRAL BOUNDARY' washer set for the south corner and POINT OF BEGINNING herein;

THENCE North 45° 49' 46" West, with said northwest right-of-way line, 1018.90 feet to a mag nail with 'CHAPARRAL BOUNDARY' washer set for the west corner herein; and from which point the most southerly southeast corner of that certain 4.748 acre tract severed from said 199.17 acre tract and described in the Deed to Hays County, Texas, of record in Document Number 2017036916, OPRHCT bears North 45° 49' 46" West, 572.09 feet, and North 44° 56' 03" West, 137.04 feet, and North 46° 49' 54" West, 1012.39 feet;

THENCE leaving said northeast right-of-way line and crossing said 199.17 acre tract, the following thirty-one (31) courses and distances:

- 1.North 49°29'57" East, 124.24 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 2.with a curve to the left, having a radius of 25.04 feet, a delta angle of 88°59'54", an arc length of 43.26 feet, and a chord which bears North 00°00'00" West, 38.08 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 3.North 43°38'16" East, 50.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 4.South 46°21'44" East, 11.67 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 5.with a curve to the left, having a radius of 25.00 feet, a delta angle of 84°08'20", an arc length of 36.72 feet, and a chord which bears South 88°25'53" East, 33.51 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 6.North 49°29'57" East, 11.50 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 7.South 40°30'03" East, 62.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 8.with a curve to the left, having a radius of 25.00 feet, a delta angle of 95°51'40", an arc length of 41.83 feet, and a chord which bears South 01°34°07" West, 37.12 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 9.South 46°21'44" East, 190.08 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 10.with a curve to the left, having a radius of 25.00 feet, a delta angle of 90°14'29", an arc length of 39.38 feet, and a chord which bears North 88°31'02" East, 35.43 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 11.South 46°36'13" East, 50.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 12.South 43°23'47" West, 0.42 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 13.with a curve to the left, having a radius of 25.00 feet, a delta angle of 89°45'31", an arc length of 39.17 feet, and a chord which bears South 01°28'58" East, 35.29 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 14.South 46°21'44" East, 170.02 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 15.with a curve to the left, having a radius of 25.00 feet, a delta angle of 90°14'29", an arc length of 39.38 feet, and a chord which bears North 88°31'02" East, 35.43 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,

- 16.South 46°36'13" East, 50.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 17.South 43°23'47" West, 0.42 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 18.with a curve to the left, having a radius of 25.00 feet, a delta angle of 89°45'31", an arc length of 39.17 feet, and a chord which bears South 01°28'58" East, 35.29 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 19.South 46°21'44" East, 85.12 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 20.North 43°23'47" East, 782.57 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 21.North 46°49'49" East, 50.10 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 22.North 43°23'47" East, 570.07 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 23.North 25°36'37" East, 40.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 24.North 03°51'10" West, 76.76 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 25.with a curve to the right, having a radius of 275.04 feet, a delta angle of 12°29'55", an arc length of 60.00 feet, and a chord which bears North 82°40'04" East, 59.88 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 26.North 88°55'02" East, 24.75 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 27.North 01°04'58" West, 50.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 28.with a curve to the left, having a radius of 25.00 feet, a delta angle of 90°00'00", an arc length of 39.28 feet, and a chord which bears North 43°55'02" East, 35.36 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 29.North 01°04'58" West, 85.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
  - 30.North 88°55'02" East, 50.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set, and
  - 31.North 01°04'58" West, 539.50 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set on the north line of said 199.17 acre tract, being on the south line of that called 811.39 acre tract described in the Special Warranty Deed to LaSalle Holdings, Ltd., dated April 4, 2006, of record in Volume 2909, Page 684 OPRHCT; and from which point a ½ inch rebar found for a common angle point of said 811.39 acre tract and said 199.17 acre tract bears South 82° 34' 01" West, 41.14 feet;
- THENCE with the north line of said 199.17 acre tract and the south line of said 811.39 acre tract, the following two (2) courses and distances:
- 1.North 82°34'01" East, 799.81 feet to a ½ inch rebar found, and
  - 2.South 54°50'00" East, 771.50 feet to a ½ inch rebar found on the north line of that called 331.552 acre tract described in the Warranty Deed with Vendor's Lien, dated November 30, 2018 and recorded in Instrument Number 18042121, OPRHCT, said point being the south corner of said 811.39 acre tract and the northeast corner of said 199.17 acre tract;
- THENCE South 43° 23' 47" West, with the southeast line of said 199.17 acre tract and the northwest line of said 331.552 acre tract, passing at a distance of 657.30 feet a ½-inch rebar with 'CHAPARRAL BOUNDARY' cap found for the northeast corner of that certain 23.157 acre tract severed from said 331.552 acre tract and described in the Special Warranty Deed to Triple Key, LLC, dated November 30, 2018 and recorded in Document Number 18042360 (OPRHCT), and continuing with the northwest line of some, a total distance of 1224.03 feet to a ½-inch rebar with 'CHAPARRAL BOUNDARY' cap set for a southerly northeast solient corner herein; and from which point, the mag nail with 'CHAPARRAL BOUNDARY' washer set for the south corner of said 199.17 acre tract bears South 43° 23' 47" West, 1833.97 feet;
- THENCE leaving the north line of said 331.552 acre tract and said 23.157 acre tract, and crossing said 199.17 acre tract, the following twelve (12) courses and distances:
- 1.North 46°36'13" West, 130.02 feet to a ½ inch

- rebar with CHAPARRAL BOUNDARY cap set,
- 2.South 43°23'47" West, 110.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 3.North 46°36'13" West, 40.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 4.North 43°23'47" East, 110.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 5.North 46°36'13" West, 120.02 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 6.South 43°23'47" West, 110.01 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 7.South 46°36'13" East, 20.00 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 8.South 43°23'47" West, 772.10 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 9.North 46°36'13" West, 270.04 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 10.South 43°23'47" West, 783.76 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set,
- 11.North 46°21'44" West, 20.00 feet to a ½ inch rebar with CHAPARRAL BOUNDARY cap set, and
- 12.South 43°23'47" West, 160.02 feet to the POINT OF BEGINNING and containing 48.244 acres of land.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone (4204), US Survey Feet, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS) for Chaparral control point 'P941'.

HAYS COUNTY  
CERTIFICATE OF APPROVAL:

I, THE UNDERSIGNED, INTERIM DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

MARCUS PACHECO, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

HAYS COUNTY WATER/ WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

CITY OF SAN MARCOS:  
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

C.I.P. ENGINEERING \_\_\_\_\_ DATE \_\_\_\_\_

DIRECTOR PLANNING \_\_\_\_\_ DATE \_\_\_\_\_  
AND DEVELOPMENT SERVICES

RECORDING SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_  
PLANNING AND ZONING COMMISSION

STATE OF TEXAS:  
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

ELAINE H. CARDENAS  
COUNTY CLERK

  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.: 1286-001
DRAWING NO.: 1286-001 PL 1A-4.dwg
PLOT DATE: 3/09/2021
PLOT SCALE: 1"=100'
DRAWN BY: RGH
SHEET 06 OF 06

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$1,197,784.00 for Sunset Oaks, Section 4, Phase 1B Subdivision (Bond #0797172).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

#### SUMMARY

The final plat for Sunset Oaks, Section 4, Phase 1B subdivision has been reviewed under the interlocal cooperation agreement with the City of San Marcos and has been conditionally approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.



## SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes of Texas Land and Construction, Ltd. as Principal, and Harco National Insurance Company, a Corporation of the State of Illinois, authorized to write Surety Bonds in the State of Texas, as Surety are jointly and severally held and firmly bound unto HAYS COUNTY, in the sum of One million one hundred ninety seven thousand seven hundred eighty four and 00/100 Dollars (\$1,197,784.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, executors, administrators, heirs, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the HAYS COUNTY has required the Principal to post fiscal surety for the following purpose:

To insure completion of roadway and drainage improvements as itemized by the Sunset Oaks Section 4 Phase 1B Subdivision Fiscal Estimate in connection with the street and drainage improvements.

We understand and agree that the only requirement necessary for drawing any part or all the total amount of this bond is a letter request from the HAYS COUNTY signed by the HAYS COUNTY JUDGE, or designee, stating that the HAYS COUNTY considers such a drawing on this bond amount necessary. No further substantiation of the necessity of the draw is required by the bond.

NOW, THEREFORE, if the said Principal shall furnish, install and complete, under the inspection and to the satisfaction of the HAYS COUNTY and in accordance with the above described specifications, the improvements aforesaid in said project as hereinbefore listed, then this obligation be null and void; otherwise, it shall remain in full force and effect.

Signed, sealed and dated this 1<sup>st</sup> day of February, 2021.

Lennar Homes of Texas Land and Construction, Ltd.,  
a Texas limited partnership  
By: U.S. Home Corporation,  
a Delaware corporation, its General Partner

Charlie Coleman  
PRINCIPAL

Charlie Coleman  
Vice President

Harco National Insurance Company

My Hua  
SURETY My Hua, Attorney-in-Fact



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0797172

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MY HUA, KATHY R. MAIR, MECHELLE LARKIN

Irvine, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents  
on this 31st day of December, 2019



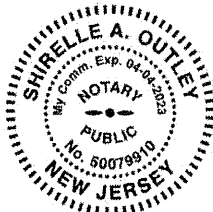
STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

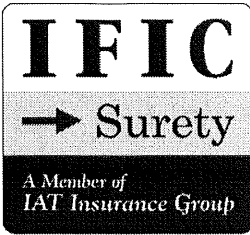
I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 01, 2021



211

Irene Martins, Assistant Secretary



ALLEGHENY CASUALTY COMPANY

## Addendum: Usage of e-Seal and e-Signature for IFIC Surety Bond Forms

To ensure uninterrupted business continuity during the extent of the Covid-19 pandemic, Harco National Insurance Company, International Fidelity Insurance Company and Allegheny Casualty Company (herein the "Company") has authorized our network of surety partners, as granted under the attached Power of Attorney, stipulated within the terms of a signed Agency Agreement and duly appointed by the Company under a Department of Insurance appointment (where required) within all 50 U.S. States, territories and possessions to affix an electronic e-seal to all bond documents as if it were a raised corporate seal. This addendum also extends to the use of an e-signature by our appointed surety partners authorized under the Company Power of Attorney during the extent of the Covid-19 pandemic.

This authority is effective on this day, the 29th of June, 2020 and shall remain in place until December 31, 2020 or until a National declaration is announced that the Covid – 19 pandemic restrictions have ceased.

**Harco National Insurance Company, International Fidelity Insurance Company and Allegheny Casualty Company.**



---

Authorized by: Kenneth Chapman  
Executive Vice President , Surety



# FINAL SUBDIVISION PLAT: SUNSET OAKS SECTION 4, PHASE 1B HAYS COUNTY, TEXAS

LENNAR HOMES OF TEXAS  
LAND AND CONSTRUCTION, LTD.  
65.49 ACRES  
(DOC. NO. 20008358)

SCALE: 1" = 100'  
GRAPHIC SCALE  
100 50 0 100

- LEGEND
- CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
  - 1/2" REBAR WITH "CHAPARRAL" CAP SET
  - CONCRETE HIGHWAY MONUMENT FOUND
  - △ MAG NAIL WITH "CHAPARRAL" WASHER SET
  - △ CALCULATED POINT
  - SIDEWALK LOCATION
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ( ) RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P941".

4" ALUMINUM DISK SET IN CONCRETE

SURFACE COORDINATES:  
N 13885328.23  
E 2332261.23

TEXAS STATE PLANE COORDINATES:  
N 13885323.37  
E 2331958.07

ELEVATION = 672.80'  
VERTICAL DATUM: NAVD 88 (GEOID 12B)  
COMBINED SCALE FACTOR = 0.999870017  
(FOR SURFACE TO GRID CONVERSION)  
INVERSE SCALE FACTOR = 1.000130  
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0  
THETA ANGLE: 0°33'44"

P941 IS LOCATED 48.4' +/- N.W. FROM A POWER POLE AND 39.0' +/- N.W. FROM A GUY WIRE LOCATED IN THE SOUTHEAST CORNER OF THE SUBJECT TRACT.

LOT SIZE CHART		
SIZE(AC)		#
>10	-	-
>5 <10	-	-
>2 <5	-	-
>1 <2	-	-
<1	-	124

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221  
SUBMITTAL DATE: October 16, 2019  
TOTAL AREA OF THIS PLAT: 17.248 AC.  
TOTAL NUMBER OF LOTS: 124  
RESIDENTIAL: 124  
OPEN SPACE: 0

## LINEAR FEET OF NEW STREETS

SOAPSTONE PASS	1913
APLITE PASS	135
FELDSPAR WAY	135
CITRINE CREST	270
MICA TRAIL	759

## RIGHT-OF-WAY DEDICATION AREA SUMMARY

SOAPSTONE PASS	2.291 AC.	99808 SQ. FT.
MICA TRAIL	0.849 AC.	36989 SQ. FT.
APLITE PASS	0.132 AC.	5770 SQ. FT.
FELDSPAR WAY	0.132 AC.	5770 SQ. FT.
CITRINE CREST	0.310 AC.	13504 SQ. FT.

OWNER/DEVELOPER:  
LENNAR HOMES OF TEXAS AND  
CONSTRUCTION, LTD.  
13620 N. FM 620,  
BUILDING B, SUITE 150  
AUSTIN, TX. 78717

ENGINEER:  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292-0006

SURVEYOR:  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 MCCALL LANE  
AUSTIN, TX 78744  
(512) 443-1724

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.:  
1286-001  
DRAWING NO.:  
1286-001 PL 1B-4.dwg  
PLOT DATE:  
3/12/2021 11:28  
PLOT SCALE:  
1"=100'  
DRAWN BY:  
RGH  
SHEET  
01 OF 03

WILLIAM HEMPHILL SURVEY ABS. 221

LENNAR HOMES OF TEXAS  
LAND AND CONSTRUCTION, LTD.  
65.49 ACRES  
(DOC. NO. 20008358)

C.O.S.M. G.P.S. PT. 10 IS LOCATED ON THE  
NORTHBOUND FEEDER ROAD OF IH 35, EAST  
SIDE, APPROXIMATELY ONE HALF MILE SOUTH  
OF TECHNOLOGY WAY.

C.O.S.M.  
GPS PT. 10  
GRID N: 13,888,162.71  
GRID E: 2,320,954.79  
ELEV. 629.35'  
NAD83

YARRINGTON ROAD (COUNTY RD. 159)  
(RIGHT-OF-WAY WIDTH VARIES)

DAVID L &  
TRACY J BANDY  
(14.06 ACRES)  
VOL. 875, PG. 377

BRIGHT COMBS  
(15.16 ACRES)  
DOC. NO. 16011802

213

ALAMO CONCRETE PRODUCTS, LTD  
(36.14 ACRES)  
VOL. 2475, PG. 584

K MARCOS, LLC  
TRACT 2 (AREA 5)  
23.157 ACRES  
(20032761)

RFJ2 INVESTMENTS,  
LLC  
TRACT 1  
5.968 ACRES  
(20014419)

P.O.B.

P941

CHAPARRAL

CONTROL

POINT

**FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1B  
HAYS COUNTY, TEXAS**

**SINGLE FAMILY LOTS — AREA SUMMARY**

<b>BLOCK B:</b>		<b>BLOCK F:</b>	
LOT 3	4401 Sq Feet	LOT 2	4401 Sq Feet
LOT 4	4401 Sq Feet	LOT 3	4401 Sq Feet
LOT 5	4401 Sq Feet	LOT 4	4401 Sq Feet
LOT 6	4401 Sq Feet	LOT 5	4401 Sq Feet
LOT 7	4401 Sq Feet	LOT 6	4401 Sq Feet
LOT 8	4401 Sq Feet	LOT 7	4401 Sq Feet
LOT 9	4401 Sq Feet	LOT 8	4401 Sq Feet
LOT 10	4401 Sq Feet	LOT 9	4401 Sq Feet
LOT 11	4401 Sq Feet	LOT 10	4401 Sq Feet
LOT 12	4222 Sq Feet	LOT 11	4401 Sq Feet
LOT 13	3791 Sq Feet	LOT 12	4401 Sq Feet
LOT 14	5273 Sq Feet	LOT 13	4401 Sq Feet
LOT 15	5434 Sq Feet	LOT 14	4401 Sq Feet
LOT 16	3941 Sq Feet	LOT 15	4401 Sq Feet
LOT 17	4209 Sq Feet	LOT 16	4401 Sq Feet
LOT 18	4401 Sq Feet	LOT 17	4401 Sq Feet
LOT 19	4401 Sq Feet	LOT 18	4401 Sq Feet
LOT 20	4401 Sq Feet	LOT 19	5870 Sq Feet
LOT 21	5367 Sq Feet	LOT 20	5919 Sq Feet
<b>BLOCK C:</b>		LOT 21	4401 Sq Feet
LOT 1	7123 Sq Feet	LOT 22	4401 Sq Feet
LOT 2	4401 Sq Feet	LOT 23	4401 Sq Feet
LOT 3	4401 Sq Feet	LOT 24	4401 Sq Feet
LOT 4	4401 Sq Feet	LOT 25	4401 Sq Feet
LOT 5	4401 Sq Feet	LOT 26	4401 Sq Feet
LOT 6	4401 Sq Feet	LOT 27	4401 Sq Feet
LOT 7	4401 Sq Feet	LOT 28	4401 Sq Feet
LOT 8	4401 Sq Feet	LOT 29	4401 Sq Feet
LOT 9	4401 Sq Feet	LOT 30	4401 Sq Feet
LOT 10	4401 Sq Feet	LOT 31	4401 Sq Feet
LOT 11	4401 Sq Feet	LOT 32	4401 Sq Feet
LOT 12	4401 Sq Feet	LOT 33	4401 Sq Feet
LOT 13	4401 Sq Feet	LOT 34	4401 Sq Feet
LOT 14	4401 Sq Feet	LOT 35	4401 Sq Feet
LOT 15	4401 Sq Feet	LOT 36	4401 Sq Feet
LOT 16	4401 Sq Feet	LOT 37	4401 Sq Feet
LOT 17	4401 Sq Feet	LOT 38	5367 Sq Feet
LOT 18	4401 Sq Feet	<b>BLOCK J:</b>	
LOT 19	4401 Sq Feet	LOT 16	5367 Sq Feet
LOT 20	4401 Sq Feet	LOT 17	4621 Sq Feet
LOT 21	4401 Sq Feet	LOT 18	4401 Sq Feet
LOT 22	4401 Sq Feet	LOT 19	4401 Sq Feet
LOT 23	4401 Sq Feet	LOT 20	4401 Sq Feet
LOT 24	4401 Sq Feet	LOT 21	4401 Sq Feet
LOT 25	4401 Sq Feet	LOT 22	4401 Sq Feet
LOT 26	4401 Sq Feet	LOT 23	4401 Sq Feet
LOT 27	4401 Sq Feet	LOT 24	4401 Sq Feet
LOT 28	4621 Sq Feet	LOT 25	4401 Sq Feet
LOT 29	5367 Sq Feet	LOT 26	4401 Sq Feet
<b>BLOCK E:</b>		LOT 27	4401 Sq Feet
LOT 20	5744 Sq Feet	LOT 28	4401 Sq Feet
LOT 21	4401 Sq Feet	LOT 29	4401 Sq Feet
LOT 22	4731 Sq Feet	LOT 30	5367 Sq Feet
LOT 23	4731 Sq Feet	<b>BLOCK K:</b>	
LOT 24	4731 Sq Feet	LOT 12	4401 Sq Feet
LOT 25	4731 Sq Feet	LOT 13	4401 Sq Feet
LOT 26	4731 Sq Feet	LOT 14	4401 Sq Feet
LOT 27	4731 Sq Feet	LOT 15	4401 Sq Feet
LOT 28	4731 Sq Feet	LOT 16	4401 Sq Feet
LOT 29	4731 Sq Feet	LOT 17	5501 Sq Feet
LOT 30	4731 Sq Feet	<b>BLOCK L:</b>	
LOT 31	4731 Sq Feet	LOT 1	4401 Sq Feet
LOT 32	4731 Sq Feet	LOT 2	4401 Sq Feet
LOT 33	4731 Sq Feet	LOT 3	4401 Sq Feet
LOT 34	5367 Sq Feet	LOT 4	4401 Sq Feet
LOT 35	5367 Sq Feet	LOT 5	4401 Sq Feet
LOT 36	4731 Sq Feet	LOT 6	4401 Sq Feet
LOT 37	4731 Sq Feet	LOT 7	4401 Sq Feet
LOT 38	4731 Sq Feet	LOT 8	4401 Sq Feet

**RIGHT-OF-WAY DEDICATION LOTS — AREA SUMMARY**

LINE	BEARING	DISTANCE
L1	S46°21'44"E	20.00'
L2	N46°36'13"W	20.00'
L3	S43°23'47"W	110.01'
L4	S46°36'13"E	40.01'
L5	N43°23'47"E	110.01'
L6	S46°21'44"E	84.91'
L7	N46°36'13"W	85.01'
L8	N46°36'13"W	85.01'
L9	S46°36'13"E	85.01'
L10	S46°36'13"E	85.01'
L11	N46°36'13"W	85.01'
L12	N46°36'13"W	85.01'
L13	N16°37'09"W	46.41'
L14	S44°12'24"W	38.27'

**CURVE TABLE**


CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	90°14'29"	39.38'	N88°31'02"E	35.43'
C2	25.00'	89°45'31"	39.17'	S01°28'58"E	35.29'
C3	25.00'	90°14'29"	39.38'	N88°31'02"E	35.43'
C4	25.00'	90°00'00"	39.28'	N01°36'13"W	35.36'
C5	25.00'	90°00'00"	39.27'	S88°23'47"E	35.36'
C6	25.00'	90°00'00"	39.27'	N88°23'47"E	35.36'
C7	25.00'	90°00'00"	39.27'	N01°36'13"W	35.36'
C8	25.00'	90°00'00"	39.27'	S88°23'47"E	35.36'
C9	25.00'	90°00'00"	39.27'	S01°36'13"E	35.36'
C10	25.00'	53°58'05"	23.55'	S16°24'45"W	22.69'
C11	60.01'	198°42'35"	208.12'	N88°31'02"E	118.42'
C12	25.00'	53°58'05"	23.55'	N19°22'41"W	22.69'
C13	25.00'	9°59'08"	4.36'	S38°24'13"W	4.35'
C14	25.00'	43°58'57"	19.19'	S11°25'11"W	18.73'
C15	60.01'	35°22'00"	37.04'	N06°50'44"E	36.46'
C16	60.01'	37°20'30"	39.11'	N43°11'59"E	38.42'
C17	60.01'	27°13'05"	28.51'	N75°28'47"E	28.24'
C18	60.01'	27°13'05"	28.51'	S77°18'09"E	28.24'
C19	60.01'	36°33'38"	38.29'	S45°24'48"E	37.65'
C20	60.01'	35°00'18"	36.66'	S09°37'50"E	36.10'
C21	25.00'	45°07'18"	19.69'	N14°57'17"W	19.19'
C22	25.00'	8°50'47"	3.86'	N41°56'20"W	3.86'

**NOTES:**

1. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
2. TYPICAL LOT SIZE 40'X110'
3. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
4. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS IN THE HEMPHILL CREEK WATERSHED, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORT BY BRINKLEY AND BARFIELD, INC., DATED JULY 2019 FOR SUNSET OAKS PRE AND POST DEVELOPMENT FLOWS.
5. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
6. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
7. THE LOTS IN THIS SUBDIVISION WILL BE SERVICED BY A GRAVITY WASTEWATER LINE THAT FLOWS TO A WASTEWATER TREATMENT PLANT.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
9. A 15 FOOT-WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO STREET RIGHTS-OF-WAY.
10. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: YARRINGTON ROAD, SOAPSTONE PASS, APLITE PASS, FELDSPAR WAY, CITRINE CREST, AND MICA TRAIL. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
11. FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48209C0415F, DATED SEPTEMBER 02, 2005, FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO SINGLE FAMILY LOTS ARE PROPOSED IN THE 100 YEAR STUDIED FLOODPLAIN.
12. THIS PROPERTY IS NOT LOCATED WITHIN THE CURRENTLY MAPPED EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE OR THE SAN MARCOS RIVER CORRIDOR.
13. UTILITY INFORMATION:  
WATER: MAXWELL W.S.C.  
SEWER: AQUA TEXAS, INC.  
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE
14. THIS PROJECT IS LOCATED WITHIN THE CURRENT CITY OF SAN MARCOS ETJ.
15. LOT 23, BLOCK B IS AN OPEN SPACE LOT. THIS LOT SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
16. ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO 25 FOOT FRONT BUILDING SETBACK LINES.
17. THIS PLAT (AND LOTS THEREIN) ARE SUBJECT TO A PHASING AGREEMENT FOR SUNSET OAKS SUBDIVISION BETWEEN HAYS COUNTY, TEXAS, KYLE THREE PARTNERS, L.P., AND K MARCOS, LLC, APPROVED APRIL 24, 2018 BY HAYS COUNTY AND ANY AMENDMENTS THEREAFTER. ADDITIONALLY, HAYS COUNTY COMMISSIONER COURT APPROVED VARIANCE ON DECEMBER 11, 2018 FOR LOT SIDE SETBACK AND DRIVEWAY SPACEING.
18. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. PARK DEVELOPMENT FEE HAS BEEN ADDRESSED IN PICP PERMIT #2020-33005.
20. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS.
21. NO FENCE OR OTHER OBSTRUCTION SHALL BE PLACED OR INSTALLED IN ANY DRAINAGE EASEMENT SHOWN HEREON.

**BUILDING SETBACK SUMMARY**

FRONT BUILDING SETBACK	25'
CORNER LOT SETBACK	10'
SIDE LOT SETBACK	5'
REAR LOT SETBACK	10'



**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping

3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.: 1286-001
DRAWING NO.: 1286-001 PL 1B-4.dwg
PLOT DATE: 3/12/2021 11:30
PLOT SCALE: 1"=100'
DRAWN BY: RGH
SHEET 02 OF 03

**FINAL SUBDIVISION PLAT:  
SUNSET OAKS SECTION 4, PHASE 1B  
HAYS COUNTY, TEXAS**

**METES AND BOUNDS DESCRIPTION:**

A DESCRIPTION OF 17.248 ACRES IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 65.49 ACRE TRACT CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. IN A WARRANTY DEED DATED MARCH 04, 2020 OF RECORD IN DOCUMENT NUMBER 20008358, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT); SAID 17.248 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Mag Nail with "CHAPARRAL BOUNDARY" washer set in asphalt for the northeast right-of-way line of Yarrington Road (County Road 159), being the southernmost corner of said 199.17 acre tract;

THENCE North 45° 49' 46" West, with the northeast right-of-way line of Yarrington Road (County Road 159) and the southwest line of said 199.17 acre tract, 560.12 feet to a mag nail with "CHAPARRAL BOUNDARY" washer set for the west corner herein; and from which point the most southerly southeast corner of that certain 4.748 acre tract severed from said 199.17 acre tract and described in the Deed to Hays County, Texas, of record in Document Number 2017036916, OPRHCT bears North 45° 49' 46" West, 1590.99 feet, North 44° 56' 03" West, 137.04 feet, and North 46° 49' 54" West, 1012.39 feet;

THENCE leaving said northeast right-of-way line and crossing said 199.17 acre tract, the following twelve (12) courses and distances:

1. North 43°23'47" East, 160.62 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
2. South 46°21'44" East, 20.00 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
3. North 43°23'47" East, 783.76 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
4. South 46°36'13" East, 270.03 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
5. North 43°23'47" East, 772.10 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
6. North 46°36'13" West, 20.00 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
7. North 43°23'47" East, 110.01 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
8. South 46°36'13" East, 120.03 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
9. South 43°23'47" West, 110.01 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
10. South 46°36'13" East, 40.01 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set,
11. North 43°23'47" East, 110.01 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set, and
12. South 46°36'13" East, 130.03 feet to a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap set on the northwest line of that certain 23.157 acre tract described as Tract 3 (Area 5) in the Special Warranty Deed to Triple Key, LLC, of record in Document Number 18042360, OPRHCT; and from which point a 1/2-inch iron rod with "CHAPARRAL BOUNDARY" cap found for the most northern corner of said 23.157 acre tract bears North 43° 23' 47" East, 566.73 feet;

THENCE South 43°23'47" West, with the southeast line of said 199.17 acre tract and the northwest line of said 23.157 acre tract, passing at a distance of 1408.14 feet the southwest salient corner of same, being the north corner of that certain 5.968 acre Save and Except tract called Area 1 reserved by Cedar Stump Limited in the deed to K Marcos, LLC, of record in Document Number 18042121 OPRHCT, and continuing with the northwest line of same, passing at a distance of 1808.16 feet, the west corner of said 5.968 acre tract and continuing for a total distance of 1833.97 feet to the POINT OF BEGINNING and containing 17.248 acres of land.

**SURVEYOR'S CERTIFICATION:**

I, BRYAN D. NEWSOME, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS.  
Preliminary: this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document. (Per "The Board of Professional Land Surveying" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)  
BRYAN D. NEWSOME, R.P.L.S. NO. 5657  
REGISTERED PROFESSIONAL LAND SURVEYOR, STATE OF TEXAS  
CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.  
3500 McCall Lane  
AUSTIN, TX 78744  
(512) 443-1724  
TBPLS FIRM NO. 10124500

**ENGINEER'S CERTIFICATION:**

I, STEPHEN A. SHERRILL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES UNDER THE AUTHORITY OF STEPHEN A. SHERRILL, P.E. #60733, DATE 05/21/2019. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(E)

STEPHEN A. SHERRILL, P.E. NO. 60733  
REGISTERED PROFESSIONAL ENGINEER, STATE OF TEXAS  
BINKLEY & BARFIELD, INC.  
2401 DOUBLE CREEK DRIVE, SUITE 200  
ROUND ROCK, TEXAS 78664  
(512) 292-0006  
TBPE FIRM REGISTRATION NO. F-257

**OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:**

THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., ACTING BY AND THROUGH KEVIN PAPE, AUTHORIZED AGENT, AS OWNER OF THE PORTION OF THAT 65.49 ACRE TRACT SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 17.248 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

**SUNSET OAKS SECTION 4, PHASE 1B.**

AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE RIGHTS OF WAY, PUBLIC USE AREAS AND OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES INDICATED; THAT NO BUILDINGS, FENCES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE SAID EASEMENTS, EXCEPT AS MAY BE PERMITTED BY THE SAID CITY; THAT SAID EASEMENTS MAY BE FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES SERVING THE PROPERTY, UNLESS AN EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, WITH ALL USES BEING SUBORDINATE TO THAT OF THE CITY OF SAN MARCOS'S; THAT THE SAID CITY AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS, WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS LOCATED WITHIN SAID EASEMENTS; AND THAT THE SAID CITY AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE; AND THAT THIS PLAT IS SUBJECT TO ALL OF THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF SAN MARCOS AND THE COUNTY OF HAYS, TEXAS.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
KEVIN PAPE, AUTHORIZED AGENT  
LENNAR HOMES OF TEXAS AND CONSTRUCTION, LTD.  
13620 N. FM 620,  
BUILDING B, SUITE 150  
AUSTIN, TX. 78717

STATE OF TEXAS:  
COUNTY OF \_\_\_\_\_:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, 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 PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

**MY COMMISSION EXPIRES ON:**

HAYS COUNTY  
CERTIFICATE OF APPROVAL:

I, THE UNDERSIGNED, INTERIM DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

\_\_\_\_\_  
MARCUS PACHECO, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

**HAYS COUNTY WATER/ WASTEWATER NOTE:**

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

\_\_\_\_\_  
TOM POPE, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
MARCUS PACHECO, INTERIM DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

CITY OF SAN MARCOS:  
CERTIFICATE OF APPROVAL:

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_\_\_, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS.

\_\_\_\_\_  
C.I.P. ENGINEERING  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DIRECTOR PLANNING AND DEVELOPMENT SERVICES  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECORDING SECRETARY  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN  
PLANNING AND ZONING COMMISSION  
\_\_\_\_\_  
DATE

STATE OF TEXAS:  
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
ELAINE H. CARDENAS  
COUNTY CLERK

**Chaparral**  
Professional Land Surveying, Inc.  
Surveying and Mapping  
3500 McCall Lane  
Austin, Texas 78744  
512-443-1724  
Firm No. 10124500

PROJECT NO.: 1286-001
DRAWING NO.: 1286-001 PL 1B-4.dwg
PLOT DATE: 3/12/2021 11:30
PLOT SCALE: 1"=100'
DRAWN BY: RGH
<b>SHEET 03 OF 03</b>

## 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 the Fourth Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews & Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 13, 2021	\$0.00

#### LINE ITEM NUMBER

035-801-96-634.5632\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	JONES

#### SUMMARY

This Amendment will be to approve a Revised Fee Schedule, "Exhibit B". The proposed amendment is to reallocate a portion of the unused or unneeded Appraisal Review Fees provided for in the original LAN PSA dated October 31, 2017 to Acquisition Services to begin the acquisition of additional Construction Easements recently requested by the design engineer, LJA, to facilitate the roadway construction. No additional funds are being requested at this time.

**FOURTH AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment to the Professional Services Agreement ("Amendment No. 4") dated October 31, 2017 is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newman, Inc. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

**Exhibit "B", Revised Fee Schedule, as amended, hereby replaces the amended Fee Schedule dated February 26, 2020 and is incorporated into the original agreement.**

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

**This Amendment No. 4 to the Professional Services Agreement is hereby executed this the \_\_\_\_ day of \_\_\_\_\_, 2021, as is evidenced by the authorized signatures of the Parties, below.**

**LOCKWOOD, ANDREWS & NEWMAN, INC.**  
**CONTRACTOR**

**BY: \_\_\_\_\_**  
**PHILIP MEADORS**  
  
**TITLE: VICE PRESIDENT**

**HAYS COUNTY**

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST: \_\_\_\_\_**  
**ELAINE CARDENAS, MBA PhD**  
**HAYS COUNTY CLERK**

**EXHIBIT "B"**

**Amended Fee Schedule**

Task	PM (\$220/hr)	ROW Attorney (\$185/hr)	SR Agent (\$145/hr)	Agent (\$125/hr)	ROW Technician/A dmin (\$75/hr)	Total Hours
Project Management and Coordination	132	-	48	50	300	
Negotiation, Title Curative and Closing Services	140	-	905	915	-	
Condemnation	10		10	50	50	
Relocation (2 Residential)	5		10	80	20	
Project Close-out & Archive	-	-	-	-	102	
SUB TOTALS (hrs)	287	0	973	1095	472	2827
SUB TOTALS (\$)	\$63,140	\$0	\$141,085	\$136,875	\$35,400	\$376,500

Expenses		Unit	Rate	Total
Appraisal:	Bisected Parcels	2	\$3,500.00	\$7,000.00
	Residential Parcels	6	\$4,500.00	\$27,000.00
	Vacant Land	34	\$3,000.00	\$102,000.00
Appraisal Review:	Bisected Parcels	0	\$1,200.00	\$0.00
	Residential Parcels	0	\$1,200.00	\$0.00
	Vacant Land	1	\$1,000.00	\$1,000.00
Mileage:		4500	\$0.54	\$2,430.00
Misc:	Postage/Courier			\$1,350.00
	Lien Release			\$9,000.00
	Incidental			\$1,500.00
SUB TOTALS				\$151,280.00

TOTAL (not to exceed)

\$527,780

## 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 amend the Countywide Operations Department budget to pay for expenses related to the COVID-19 vaccination clinics in the amount of \$20,000 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 13, 2021	\$20,000

#### LINE ITEM NUMBER

001-712-00.5391

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Funding is needed to cover the purchasing of lunches and dinners for the volunteers who help at the Hays County COVID-19 vaccination clinics. On average, four to eight meals a week will be served at a cost of about \$780 per meal (\$12 per person X 65 Volunteers = \$780). This will amount to about \$3,000 - \$6,000 a week depending on the number of clinics and number locations that week.

##### Budget Amendment:

Decrease	001-645-00.5399	County Wide Contingencies	(\$20,000)
Increase	001-712-00.5391	Miscellaneous	\$20,000

## 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 receive and accept the Revised Bylaws of the Hays County Historical Commission (HCHC).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Kate Johnson, Chair Historical Commission

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

These revisions were approved, 20-0, by the Hays County Historical Commission at their last meeting on March 25, 2021.



# Bylaws of the Hays County Historical Commission

## Article I

### *Name*

Section I      The name of this organization is the Hays County Historical Commission, hereafter referred to as HCHC. The organization also serves as the Hays County Certified Local Government Commission for Hays County. The address is 111 East San Antonio Street, San Marcos, Texas, 78666.

Existing Bylaws from 2008: *Section I:    The name of this organization is the Hays County Historical Commission, hereafter referred to as HCHC.*

Note: *Hays County Historical Commission is the name we are known by under THC State Statute, so it cannot be changed. The address has been added, as well as a statement that the HCHC serves as the Hays County Certified Local Government (CLG) Commission.*

## Article II

### *Purpose*

Section I:      To preserve the historic and cultural resources of Hays County and promote an understanding of the diverse heritage of Hays County.

Existing Bylaws from 2008: *Section I:    To preserve and conserve the historic resources and to promote an understanding of the heritage of Hays County.*

Note: *Minor rewording only. Omitted the words "and conserve." Added the word "cultural" to further describe resources and added the word "diverse" to modify the term "heritage."*

Section II: To serve as the county-wide organization, as a part of Hays County government, to promote the goals of the Texas Historical Commission, hereafter referred to as THC. The various activities conducted by the HCHC will be consistent with the THC Statewide Preservation Plan in addition to any State Statutes pertaining to historic preservation.

Existing Bylaws from 2008: *Section II: To serve as a county-wide unit to promote the aims and goals of the Texas Historical Commission, hereafter referred to as THC, through various committees.*

Note: Added the phrase "as a part of Hays County government" per guidance from the THC. Changed the last word from "committees" to the more comprehensive term of "activities." The phrase "consistent with the THC Statewide Preservation Plan" was added per the requirement of THC.

Section III: To actively participate in the Texas Historical Marker Program and the National Register of Historic Places Program.

Existing Bylaws from 2008: *Section III: To develop and refine the county's participation in the Texas Historical Marker Program and the National Register Program.*

Note: Minor re-wording for clarification. No change in meaning. This is required wording under our participation in the CLG Program to include this phrase.

Section IV: To furnish leadership and cooperation with other heritage associations, historical societies, local preservation groups and individuals interested in the preservation of the county's historic and cultural resources.

Existing Bylaws from 2008: *Section IV: To furnish leadership and cooperation with heritage associations, historical societies, local preservation groups and individuals interested in the preservation of the county's cultural resources.*

Note: Added the word "historic" to modify the word "resources."

Section V: To carry out a continuing survey of the county's historic buildings and historic sites, compile this survey data in a publicly accessible source, and submit all survey information to the THC. The system used to survey the county's historic buildings and historic sites will be in accordance with the standards established by the THC.

Existing Bylaws from 2008: Section V: *To carry out a continuing survey of the county's historic buildings and historic sites and compile this survey data in a County Register of Historic Places.*

- a. With approval of the County Commissioners' Court, the HCHC may designate as "historic trails" roads that link historical sites in the county.*
- b. May also designate "special areas of historical interest."*

NOTE: *There is no "official" County Register of Historic Places, so this was deleted and replaced with more specific information. In addition, the law has changed so the County Commissioners Court no longer can designate "historic trails" or "special areas of historical interest." These 2 sentences were deleted to comply with current State Law. The inclusion of "surveys" is required wording under our participation in the CLG Program. The last sentence is a requirement of the THC and may not be modified.*

Section VI: To encourage interest and participation in preservation activities throughout Hays County by promoting the educational and economic benefits of the preservation of the county's historic and cultural resources.

Existing Bylaws from 2008: Section VI: *To encourage interest and participation in the preservation activities throughout the county by promoting the educational and economic benefits from the conservation of our cultural resources.*

NOTE: *No major changes. Replaced the phrase "conservation of our cultural resources" with the phrase "preservation of the county's historic and cultural resources."*

## Article III

### Membership

Section I Members are appointed during odd numbered years by the Hays County Commissioners Court and shall be appointed by January 31. The Chair of the HCHC may select an ad hoc committee to review applications and make recommendations to the Hays County Commissioners Court, but all HCHC members must be confirmed by the Commissioners Court. A maximum of 25 members will be appointed for a two year term, but vacancies may be filled at any time by the Hays County Commissioners Court. The statutory minimum of 7 members must be appointed, all of which must be Hays County residents. Members may be reappointed without limit.

*Existing Bylaws from 2008: Section I: Members are appointed during January of odd numbered years and at other times as needed by the County Judge and approved by Commissioners' Court. Up to 25 members will be appointed by the Commissioners' Court in January of odd numbered years. Members may be reappointed without limit..*

*NOTE: Previously, the County Judge appointed the chair and this appointment was merely confirmed by the entire Commissioners Court. It is now the entire County Commissioners Court that appoints the Chair and the entire membership of the county historical commission.*

*The THC Statutory minimum number of members on a county historical commission is 7 members. The minimum number of members has been added per the Statute. The existing maximum number of 25 members is being retained as we often meet at historic sites and the number of people these places can hold is often limited. We also must consider that we often have citizens attend in addition to invited guests making presentations.*

Section II In appointing members, the Hays County Commissioners Court shall seek to maintain a reasonable diversification and balance including, but not limited to, gender, age, ethnicity, and county precinct. Membership should broadly reflect the demographics of Hays County.

*Existing Bylaws from 2008: Section II: In appointing members, the County Commissioners' Court shall seek to maintain a reasonable diversification and balance in categories including, but not limited to, sex, age, ethnic origin and place of residence. Membership shall be balanced according to sex, residence and all adult age groups in the county.*

*NOTE: Replaced the word "sex" with "gender" throughout this section. The last sentence was re-written to be more concise and less repetitive. The verbiage used in this section was taken from the THC recommendations to county commissioners courts when appointing members. It is impossible to numerically balance the membership when we rely solely on volunteers.*

Section III Members must have a demonstrated active interest in historic preservation and an understanding of local history and resources.

*NOTE: This is a new additional section added due to the required statement of qualifications provided by THC. Please note that this addition results in the renumbering of subsequent Sections for this Article.*

Section IV Each member is expected to attend meetings regularly. If a member must be absent from a meeting for reasons of business or personal necessity, that member must notify the Secretary in advance of the meeting. Any member who has three unexcused absences within a period of 12 months may be recommended by the HCHC Chair for removal by the Hays County Commissioners Court. In addition, HCHC members must actively participate in a minimum of two committees. Failure to do so may result in a recommendation by the HCHC Chair for removal by the Hays County Commissioners Court.

*Existing Bylaws from 2008: Section III: Each member is expected to attend meetings regularly. If a member must miss a meeting for reasons of business or personal necessity, that member must notify the Chairman or Secretary in advance of the meeting. Any member who has three or more unexcused absences will be replaced.*

*NOTE: To avoid confusion, the Secretary was designated as the sole contact for notification of excused absences since this office keeps the attendance records. Please note that the unexcused absences do not need to be "consecutive" unexcused absences. The phrase "within a period of 12 months" gives more clarity as to the period of time in which the unexcused absences occur. In addition, please note that only the county commissioners court may remove a member under State Law.*

Section V All HCHC members must reside in Hays County. Our meetings are open to the public and historical marker or cemetery applications may be submitted by anyone. In addition, the HCHC welcomes the participation by the public as docents at any of the museums operated by the HCHC, but they are not voting members of the HCHC and may not hold any office nor be a committee chair. Training will be provided to all docents.

*NOTE: This is a new section to clarify out-of-county participation in the HCHC. The members of the HCHC are responsible for making recommendations on how to spend funds from the taxpayers of Hays County. Although it is not forbidden under THC Statute to have out-of-county participation if membership exceeds 7, it is uncommon unless it is a rural county with difficulty in appointing the minimum number of members. This section also clarifies the participation by non-members in applying for markers and by non-members of the HCHC as docents at museums operated by the HCHC.*

Section VI Certain members may be elected by the HCHC membership as an “ex-officio member” due to their past contributions and expertise to the HCHC. Former Chairs of the full HCHC membership who have served a minimum of two consecutive terms (four years) may automatically become an ex-officio member, if they so choose. Ex-officio members will not vote, will not be counted in establishing a quorum, and will not be counted in the maximum number of members allowed on the HCHC as they serve in an advisory capacity only.

Existing Bylaws from 2008: *Section IV: Certain members may carry the title “ex-officio” due to their past contributions to the HCHC.*

NOTE: *This is just a further elaboration on the title of “ex-officio” and their role and responsibilities.*

Section VII The Hays County Commissioners Court, or their representative, will submit a list of all members (including addresses) to the THC following their appointments.

NOTE: *This is a new section added due to the statutory requirements of the THC.*

## Article IV

### Officers

Section I The officers of the HCHC will be: Chair, Vice-Chair, Secretary, Treasurer, and Parliamentarian. These officers will comprise the HCHC Executive Committee. In addition, the chairs of the Marker Committee, Cemetery Committee and the CLG Committee will be voting members of the Executive Committee. Any ex-officio members may also participate in the HCHC Executive Committee, but they will not be a voting member. The purpose of the Executive Committee is to provide organizational direction and facilitate decision-making between HCHC meetings. Any actions taken by the Executive Committee will be confirmed by the entire HCHC membership.

Existing Bylaws from 2008: *Section I: The officers of the Commission are: a Chairman appointed by the County Judge; a Vice-Chairman, Secretary and Treasurer selected from among the HCHC members. There are no limits to consecutive terms.*

NOTE: *This section includes numerous changes. (1) There are additions to the list of officers. As the Hays County Historical Commission grows in the breadth of its activities, the additional officers are important to support the work of the HCHC. (2) An "executive committee" is added to strengthen the organization and advise the Chair. Certain committee chairs are added to the executive committee based on the fundamental work their committees accomplish for the HCHC as a whole. Ex-officio members are included for their institutional knowledge of the HCHC (3) The phrase in the existing Bylaws of Section I regarding consecutive terms is now addressed in Section II.*

Section II The HCHC membership may nominate and make a recommendation for the Chair of the HCHC to the Hays County Commissioners Court. The Chair must be formally appointed and confirmed by the Hays County Commissioners Court. All other officers will be appointed by the Chair and confirmed by a majority vote of the HCHC. There are no term limits for serving as an officer and an individual may hold more than one office, with the exception that the vice-chair may not serve concurrently as the chair.

NOTE: *This is an entirely new Section. (1) A change in State Law requires the Chair to be appointed by the entire commissioners court and not just the county judge. It is allowed for the county historical commission to make recommendations to the commissioners court, but under State Law, the Hays County Commissioners Court, as a whole, appoints the Chair. (2) As the Chair is most familiar with the talents of individual members of the commission and must work closely with them, the Chair will appoint the officers. The officers will, however, be confirmed by a vote of the entire HCHC membership. (3) Term limits for officers is now addressed in this section (Section I of the existing bylaws).*

Section III: The Chair will preside over the meetings of the HCHC, including the preparation of the agenda. The Chair will also appoint all committee chairs. The Chair, or their appointee, will be the primary contact with THC, the Hays County Commissioners Court, and other organizations for official business of the HCHC. The Chair, or their appointee, shall have authority in contacting the media for all activities and actions of the HCHC. The Chair, or their appointee, will serve as the Marker Chair and will be the sole contact with THC regarding marker applications. The Chair, or their appointee, also will serve as the Hays County Historic Preservation Officer for the Certified Local Government program. Notification of any appointees for Marker Chair and/or Hays County Historic Preservation Officer will be sent to the Texas Historical Commission by the Chair of the HCHC. The Chair will fulfill all the obligations as defined by the THC.

NOTE: *This is an entirely new Section. It clarifies the responsibilities of the Chair based on Texas Local Government Code and THC statutes.*

Section IV: The Vice-Chair will preside at meetings of the HCHC in the event the Chair is absent and will officially represent the HCHC at all related functions upon the request of the Chair.

Existing Bylaws from 2008: *Section III: The Vice-Chairman shall serve to preside at meetings of the HCHC when the Chairman is absent and to represent the HCHC at all related functions when asked by the Chairman.*

NOTE: *No change, just minor rewording of the last phrase.*

Section V The Secretary will record the minutes of each monthly meeting of the entire membership of the HCHC. These minutes will be submitted by the Secretary to the THC on a quarterly basis. The Secretary will be responsible for the posting of the agenda with the County Clerk's office and distributing all necessary information to other members of the HCHC, including the agenda. The Secretary will accept all correspondence to the HCHC and forward it to the Chair or to the appropriate Committee Chair; comply with the Public Information Act; and preserve the Commission's permanent records

NOTE: *This is an entirely new Section which clarifies the responsibilities of the Secretary, based one the guidance of the Texas Historical Commission.*



Section VI The Treasurer will work in cooperation with the Chair to prepare an annual budget and submit all necessary purchase orders and invoices to the Hays County Auditors Office. The Treasurer will work with the County Treasurer and County Auditor to insure compliance with county accounting practices. The HCHC is forbidden from operating a separate bank account outside of Hays County Government.

*NOTE: This is an entirely new Section clarifying the responsibilities of the Treasurer, based on the guidance of the Texas Historical Commission. The last sentence incorporates a requirement under State law.*

Section VII The Parliamentarian will ensure the meetings are conducted according to the Texas Open Meetings Act and Robert's Rules of Order, Revised.

*NOTE: This is an entirely new Section outlining the responsibilities of the new office of Parliamentarian.*

Section VIII The Chair will serve as the Hays County Historic Preservation Officer for the Hays County Certified Local Government program, but the Chair may appoint someone else for the position if they meet the Secretary of the Interior's Professional Qualification Standards. Notification of any change in the person serving as the Hays County Local Preservation Officer will be submitted in writing to the THC.

*Existing Bylaws from 2008: Section II: The chairman will serve as the local preservation officer for the Certified Local Government program. Notification will be sent to THC of the identity of the local preservation officer by the County Judge.*

*NOTE: This section provides for the Chair to appoint an alternate to the position of Hays County Historic Preservation under the requirements of the county's participation in the CLG program. This section complies with federal and state law pertaining to CLG participation.*

Section IX The Chair will serve automatically as the Marker Chair of the HCHC unless the Chair submits, in writing, an alternative appointment of Marker Chair to the THC.

*NOTE: This section provides further clarification of how the Marker Committee chair is determined per THC Statues.*

## Article V

### Meetings

**Section I** The HCHC will meet the fourth Thursday of the month and the full membership will meet at least 6 times a year. The Chair may change the date of a meeting as necessary. Meetings may take place in the Hays County Courthouse or in other locations around the county. Any member may submit an agenda item to the Chair for consideration of future placement on the agenda.

*Existing Bylaws from 2008: Section I: The HCHC will meet the fourth Thursday of each month. Meetings can be changed by the Chairman as needed. Meetings will take place in the Hays County Courthouse or in other locations as invited.*

*NOTE: A minimum number of meetings per year was added as we often take a summer month and November off. This clarifies that we do not meet 12 times a year. Deleted "as invited," as the HCHC has no obligation to meet at a location merely because it was invited to do so.*

**Section II** A simple majority of all members appointed to the HCHC will constitute a quorum authorized to transact business for the organization.

*Existing Bylaws from 2008: Section II: Four members of the HCHC will constitute a quorum authorized to transact business for the Commission.*

*NOTE: According to the THC, our Bylaws cannot define a quorum. A quorum is defined, by State Statute, as a majority of all "appointees" to the HCHC. Our current bylaws are out of compliance and this change is required. Please note that it is not a quorum of those present at a meeting, but rather a quorum of all members appointed to the HCHC. This is why regular attendance at meetings is very important.*

**Section III** Written minutes will be kept for all HCHC meetings in which all members appointed to the HCHC participate. The minutes will accurately reflect the decisions of the HCHC. All minutes will be permanently maintained and made available for public review upon request.

*Existing Bylaws from 2008: Section III: Written minutes will be kept of all HCHC meetings to reflect accurately the decisions of the HCHC and its committees. All minutes will be maintained and available for public review.*

*NOTE: This section clarifies that minutes are not required of committees who represent less than a quorum of the full membership appointed by the Commissioners Court. The phrase "upon request" was added as we do not maintain regular office hours.*

Section IV All meetings of the full membership of the HCHC appointed by the Commissioners Court will be held in conformance with the Texas Open Meetings Act and will be conducted according to Robert's Rules of Order, Revised. In addition, the Certified Local Government Committee will comply with the Texas Open Meetings Act. Citizens Comments will be received at the beginning of each meeting.

Existing Bylaws from 2008: *Section IV: Meetings will be conducted according to Robert's Rules of Order, Revised.*

*NOTE: This section was re-written to comply with the laws of Texas and federal requirements regarding the Certified Local Government program. According to State Law, we must conform to the Texas Open Meetings Act, which takes precedence over Robert's Rules of Order, Revised. A Citizens Comments period is now required under Texas State Law and must be placed at the beginning of each meeting. This section has little room for amendment or modification due to our need to comply with State Law.*

Section V Each member of the HCHC must take the online training on the Open Meetings Act provided by the Office of the Texas Attorney General following the biannual session of the Texas Legislature to incorporate any changes to the law. Each member should review any changes made to the Open Meetings Act following a special legislative session. In addition, the Secretary shall take the the online training on Open Records provided by the Office of the Texas Attorney General.

Existing Bylaws from 2008: *Section V: All meetings of the HCHC will be held in conformance with the Texas Open Meetings Act, Texas Civil Statutes, Article 6252-17.*

*NOTE: The specific reference to Texas Civil Statutes was deleted as the numbering of this law is often changed. The reference to reviewing changes to the Open Meetings Act was included in the event there is a Special Session of the Texas Legislature. Generally, the Texas Legislature meets every 2 years on odd years.*

## Article VI

### Committees

Section I The Chair of the HCHC shall appoint all Committee Chairs. There are no term limits for Committee Chairs. The general membership of all committees is open to any member of the HCHC by volunteering to serve. The Chair of any Committee may, if they deem it necessary, determine a maximum number of members of a specific committee. Committees whose membership represents a quorum of the full HCHC membership will comply with the Open Meetings Act. If a member of any committee resigns or joins another committee, they shall notify the Chair and the Secretary, in addition to the chairs of the respective committees.

Existing Bylaws from 2008: *Section I: Standing Committees are appointed by the Chairman and those suggested by the THC, including but not limited to: Historical Markers Committee, Cemetery Committee, Oral History Committee, and the Certified Local Government Committee. The Chairman of each standing committee shall be appointed by the HCHC Chairman. One's service in an office shall not preclude future service in that or any other office.*

*NOTE: Standing Committees are addressed in the following section (Section II). Although addressed elsewhere, the chairs of the Marker Committee and the CLG Committee are automatically the Chair of the HCHC unless the Chair submits in writing an alternative chair to the THC. The appointment of the chairs for these two committees is determined by THC administrative law (and federal law for the CLG Committee). This Section also clarifies that members are free to volunteer for any committee of their choice, subject to a maximum number determined by the committee chair. This section also includes the notification process for changing a committee preference.*

Section II The Standing Committees are: Executive Committee, Historical Markers Committee, Cemetery Committee, and the Certified Local Government Committee. Any additional committees shall be determined by the Chair, with the exception of the Standing Committees.

*NOTE: This is an entirely new Section, but also incorporates the content of a Section in the existing Bylaws (Existing Bylaws: Section III: "Additional Committees are selected and appointed by the HCHC Chairman as needed"). Subsequent sections are renumbered from the 2018 version of the Bylaws. Standing Committees are determined by THC guidance as those that administer historic designations under state and federal laws.*

Section III A Certified Local Government Committee has been established and approved by THC and the Hays County Commissioners Court in compliance with State and Federal laws. This committee will be composed of at least 5 members who have demonstrated an interest, competence or knowledge in the field of historic preservation. The responsibilities of this committee shall include: (1) Oversee and implement the process of surveying, evaluating, documenting, and protecting properties according to the U.S. Secretary of the Interior Guidelines. (2) Review, at least every two years, the inventory of surveyed properties for any necessary updates or amendments. (3) Review at least every two years all Recorded Texas Historic Landmarks, State Archeological Landmarks and properties listed in the National Register of Historic Places. The appropriate authorities will be notified of any changes in these properties when necessary. (4) Follow the U. S. Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation as the standard for all preservation activities. The Chair will serve as the Hays County Historic Preservation Officer for the Hays County Certified Local Government program, but the Chair may appoint someone else if they meet the Secretary of the Interior's Professional Qualification Standards. Notification of any change in the person serving as the Hays County Local Preservation Officer will be submitted in writing to the THC.

Existing Bylaws from 2008: Section II: A Certified Local Government Committee shall be established in compliance with the County Historical Statute Subchapter A, Section 318.001-318.013.

- a. The committee will be composed of three members, who have demonstrated interest, competence or knowledge in historic preservation.
- b. The responsibilities of this committee shall include:
  - 1. To oversee and implement the process of surveying, evaluating, registering, documenting and protecting properties of historic significance in Hays County.
  - 2. To review at least every two years the inventory of surveyed properties for any necessary updates or amendments.
  - 3. To review at least every two years all recorded Texas Historic Landmarks, State Archeology Landmarks and properties listed in the National Register of Historic Places. And to notify appropriate authorities of any changes when necessary.
  - 4. To follow the adopted "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation" as standard for all preservation activities.

NOTE: Minor rewording and reformatting of this Section. The numbering of the state and federal statutes are always changing, so the phrase "according to State and Federal laws" was inserted in the first sentence. The minimum number of CLG Committee members was also added to comply with state and federal laws. There is some repetition added on the determination of the Hays County Historic Preservation Officer in order to place all the relevant information in one place.

Section IV The Markers Committee will be chaired by the HCHC Chair unless the Chair appoints an alternate chair, in writing, to the THC. The Chair of the Marker Committee will be the sole authorized point of contact with the THC regarding all marker applications throughout the marker process. The Chair of the Marker Committee will comply with the THC "Marker Chair Job Description." The members of the Markers Committee will review and comment on all applications for Official State Historical Markers in Hays County in compliance with all THC Marker Policies, including applications for Subject Markers and Recorded Texas Historic Landmarks.

*NOTE: This is an entirely new Section and addresses the role and responsibilities of this Standing Committee in compliance with the statutory regulations of the THC.*

Section V The Chair of the HCHC will appoint the Chair of the Cemetery Committee. The Chair of the Cemetery Committee will be the sole authorized point of contact between the HCHC and the THC Cemetery Program. The members of the Cemetery Committee will submit applications for Historic Texas Cemetery (HTC) designations to the THC, in addition to working with any individuals or organizations that may submit a HTC application directly to the THC. In addition, the Cemetery Committee will supervise the maintenance and repairs to any abandoned cemetery approved as such by the Hays County Commissioners Court. The Cemetery Committee may include any other activities that promote the preservation of historic cemeteries in Hays County.

*NOTE: This is an entirely new Section and addresses the role and responsibilities of this Standing Committee in compliance with official THC historic designations for cemeteries.*

## Article VII

### *Public Relations and Communications*

Section I All significant projects and events sponsored by the HCHC will be promoted in all forms of media.

Existing Bylaws from 2008: *Section I: All significant projects will be promoted as they occur through all forms of media.*

NOTE: *Only minor rephrasing.*

Section II The Chair, along with the Chair's appointee(s), shall have the sole authority in contacting the media for all activities and actions of the HCHC. Any additional appointee(s) by the Chair for media contacts will coordinate closely with the Chair. When appropriate, press releases will be issued through the Office of the Hays County Communications Director. Although members of the HCHC may contact the media as an individual citizen, they should not represent the HCHC or Hays County without prior approval.

NOTE: *This is an entirely new Section. Thus, subsequent sections are renumbered from the 2018 version of the Bylaws. It is important that individual members not issue press releases that may not reflect the views of Hays County or the Hays County Historical Commission. If an individual member is contacted by the press, they are free to respond but should do so as an individual citizen and not as a representative of the Hays County or the Hays County Historical Commission.*

Section III The HCHC will seek to involve the public in the nomination process for the National Register of Historic Places and will seek to keep the public informed of any important impacts on the county's historic and cultural resources.

Existing Bylaws from 2008: *Section II: The HCHC will seek to involve the public in the National Register nomination process and to help the public stay informed of any important developments in the preservation of the county's cultural resources.*

NOTE: *This Section is required for our participation in the CLG Program. It cannot be amended.*

## Article VIII

### *Amendments to the Bylaws*

Section I      These Bylaws may be amended at a regular or called meeting of the HCHC by a three-fifths (60%) affirmative vote based on the number of all appointed members.

Existing Bylaws from 2008: *Section I: The bylaws may be amended at a regular or called meeting by two-thirds affirmative vote.*

*Note: This section changes the required vote to amend the Bylaws from a two-thirds vote to a three-fifths vote of the total membership the HCHC. According to the THC Guidance, quorums are based on the total membership and not the number present. Bylaws are typically amended by a super-majority, of which three-fifths of the members (60%) qualifies.*

Section II      Any amendments to the Bylaws approved by the members of the HCHC must subsequently receive the formal approval of the Hays County Commissioners Court before being considered officially adopted.

NOTE: *This is an entirely new Section and complies with THC Guidance.*

Revised March 25, 2021. (Previously Revised: April 26, 2018)

Approved by the Hays County Commissioners Court \_\_\_\_\_.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and Possible Action to Authorize On-Site Sewage System Permit for the Hillside Terrace RV Park and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco, Interim Director of Development Services

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Hunter Wheeler, owner of Hillside Terrace RV Park, is proposing an On-Site Sewage System to serve an office and a washateria for the Hillside Terrace RV Park. This is the West Phase House Zone. This 14.98-acre tract of land will be served by a public water supply.

The system designer, Travis Weiser, P.E., has designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via low pressure pipe for a maximum daily rate of 840 gallons.

The engineer is requesting a variance to Section 10. E. Table 10-2 of the Hays County Rules for On-Site Sewage Facilities which require that "Effluent dispersal areas must be 20 feet from property lines." Their justification for the variance request is that secondary treatment is used and the 10 feet from the property line they are proposing is greater than the 5 foot setback that the state requires.

## 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 On-Site Sewage System Permit for the Hillside Terrace RV Park - West Phase House Zone and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco, Interim Director of Development Services

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Hunter Wheeler, owner of Hillside Terrace RV Park, is proposing an On-Site Sewage System to serve an office and a washateria for the Hillside Terrace RV Park. This is the West Phase House Zone. This 14.98-acre tract of land will be served by a public water supply.

The system designer, Travis Weiser, P.E., has designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via low pressure pipe for a maximum daily rate of 840 gallons.

The engineer is requesting a variance to Section 10. E. Table 10-2 of the Hays County Rules for On-Site Sewage Facilities which require that "Effluent dispersal areas must be 20 feet from property lines." Their justification for the variance request is that secondary treatment is used and the 10 feet from the property line they are proposing is greater than the 5 foot setback that the state requires.

## 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 On-Site Sewage System Permit for the Hillside Terrace RV Park - West Phase South Zone and grant a variance to Section 10. E. Table 10-2. of the Hays County Rules for On-Site Sewage Facilities at 680 Hillside Terrace, Buda, Texas 78610

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco, Interim Director of Development Services

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Hunter Wheeler, owner of Hillside Terrace RV Park, is proposing an On-Site Sewage System to serve 61 RV spaces for the Hillside Terrace RV Park. This is the West Phase South Zone. This 14.98-acre tract of land will be served by a public water supply.

The system designer, Travis Weiser, P.E., has designed a non-standard treatment system with flow equalization. After treatment, the effluent will be dispersed via low pressure pipe for a maximum daily rate of 2440 gallons.

The engineer is requesting a variance to Section 10. E. Table 10-2 of the Hays County Rules for On-Site Sewage Facilities which require that "Effluent dispersal areas must be 20 feet from property lines." Their justification for the variance request is that secondary treatment is used and the 10 feet from the property line they are proposing is greater than the 5 foot setback that the state requires.

## 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 adopt a resolution in support of legislation redefining boundaries of Anthem Municipal Utility District.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 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

JONES

N/A

#### SUMMARY

This resolution of support for the passage of legislation to redefine the boundaries of the District to reflect the sale of approximately 250 acres and to clarify that no new elections need to be held as a result of the sale of the property.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION EXPRESSING SUPPORT OF HAYS COUNTY COMMISSIONERS COURT  
FOR LEGISLATION REDEFINING BOUNDARIES OF ANTHEM MUNICIPAL UTILITY  
DISTRICT**

**WHEREAS**, Anthem Municipal Utility District (the “District”) is a district duly created by the Texas Commission on Environmental Quality by Order dated July 25, 2016 and amended by the 85<sup>th</sup> Texas Legislature as codified at Subtitle F, Title 6, Special District Local Laws Code, Chapter 7979 and the District operates under the authority of Chapters 49 and 54 of the Texas Water Code;

**WHEREAS**, the Hays County Commissioners Court has received a request to support the passage of SB1167 amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 7979 to redefine the boundaries of the District to reflect the sale of approximately 250 acres and to clarify that no new elections need be held as a result of the sale of the property;

**WHEREAS**, the Commissioners Court of Hays County desires to adopt this Resolution to express its support for passage of such legislation amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 7979 to redefine the boundaries of the District to reflect the sale of approximately 250 acres and to clarify that no new elections need be held as a result of the sale of the property.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE HAYS COUNTY COMMISSIONERS COURT THAT:**

Section 1. The Commissioners Court of Hays County hereby expresses its support for passage of SB1167 amending Subtitle F, Title 6, Special District Local Laws Code, Chapter 7979 redefine the boundaries of the District to reflect the sale of approximately 250 acres and to clarify that no new elections need be held as a result of the sale of the property.

Section 2. This Resolution shall become effective from and after the date of its passage.

ADOPTED this \_\_\_\_ day of April 2021.

\_\_\_\_\_  
Ruben Becerra  
County Judge

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

Discussion and possible action to accept a Proposal from SI Mechanical, LLC for installation of a new Backflow System at the Juvenile Detention Center and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 13, 2021	\$26,151

#### LINE ITEM NUMBER

070-685-00.5741

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

#### SUMMARY

The Juvenile Detention Facility is now required to update the current backflow system with a new 4" Backflow System in order to maintain compliance with the City ordinance and federal and state regulations. SI Mechanical will perform these services under their contract pursuant to RFP 2018-P03. There repairs were not anticipated; therefore funds will be moved from salary savings due to attrition to fund this project.

Attachment: SI Mechanical, LLC Proposal

Budget Amendment:

Increase Misc. Capital Improvements .5741

Decrease Staff Salaries .5021



PO Box 1589 • Buda, Texas • 78610  
Office (512) 593-6001

## PROPOSAL

March 1, 2021

TACLA00045892C  
M-40866

To: Hays County Juvenile Center  
Attn: Jesse Mancias

Re: Install new 4in Dia. Backflow

We propose to install the follow PLUMBING work as outlined below.

<b>Tech Hours - 30hrs @ 95 per hour .....</b>	<b>\$ 2,850</b>
<b>Helper Hours - 30hrs @ 60 per hour .....</b>	<b>\$ 1,800</b>
<b>Materials .....</b>	<b>\$ 7,835</b>
<b>Insulated Safe-T-Box w/o Heat .....</b>	<b>\$ 8,666</b>
<b>Subcontractors .....</b>	<b>\$ 3,000</b>
<b>Rentals .....</b>	<b>\$ 2,000</b>
<b>Total .....</b>	<b>\$ 26,151</b>
<b>ADD INSULATED SAFE-T-BOX w/ HEAT . \$</b>	<b>692</b>

### Scope of Work:

1. Furnish and install: (1) 4" dia. Backflow, (1) New 10'x5'x6" Concrete Pad, (1) Safe-T-Cover Insulated Box, (40ft) C900 PVC & Misc. Pipe Fittings.
2. Lock-out, Tag-out & Deenergize energy source.
3. Disassemble and removal existing backflow.
4. Excavate for new piping route.
5. Route new piping underground.
6. Pour new concrete pad.
7. Install new 4" Backflow and connect all pipings.
8. Check operation.
9. Install new Safe-T-Box (insulated cover)
10. Clean up work area.

### Bid Clarifications:

1. No Payment or Performance Bonds
2. No sales tax included.
3. All work performed during normal hours.
4. No electrical of any kind.
5. No dumpsters or haul off.
6. No fire alarm or smoke detectors.
7. No temporary facilities or temporary air.
8. No roofing.
9. No structural steel framing

**Note: The Add is for the same size Safe-T-Box insulated cover accept it has an electric heater in it. This will require an Electrician to wire in the heater if this option is accepted.**

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,  
**SI MECHANICAL, LLC**

**Josh Abbott**  
Estimator

## 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 adopt Hays County Employee Personnel Policy revisions.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

n/a

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Shari Miller

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The current Hays County Employee Personnel Policy was adopted January 1, 2019. Recommended policy revisions include clarifying and additional language, corrections, and a change in demotion salary administration,



## Hays County Employee Personnel Policy Requested Changes April 13, 2021

Requested change to Section 1A103 Position Postings:

All positions are approved by Commissioners Court (remove "during the budget process").

---

Requested change to Section 1B109 Discipline:

Add " Employees that commit work-related misconduct as defined by an action or failure to perform an action that causes a hindrance for the county or is in violation of a rule, policy or law will be subject to disciplinary action, up to and including termination of employment, depending upon the severity and repeat nature of the offense."

---

Requested change to Section 1D104 Drug and Alcohol - All Employees:

Supervisors must immediately report to the Human Resources Director (was left out) any action by an employee who demonstrates an unusual behavior pattern.

---

Requested change to Section 2A103 Compensation:

New and re-hired employees are hired at the minimum salary of the pay grade to which the position is assigned. Elected officials and department heads may request a salary exception for new and re-hired applicants up to the 25th percentile for review and approval from Human Resources and the Auditor's office for positions in grades 113 and above. If the request is denied by Human Resources, the elected official or department head may request Commissioners Court approval. A new employee may not be hired above minimum without Commissioners Court approval for positions in grades 112 and below. (Corrections in grades based on 12/12/2017 court approval.)

---

Requested change to Section 2A113 Demotions:

Demotions are the movement of an employee from one position to another in a lower pay grade with a decreased responsibility or complexity of job duties. Elected officials, appointed officials or department heads may choose to demote or reassign any employees who are unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary will be adjusted downward. A voluntary demotion will be a salary reduction of at least 3% (change from "of a minimum of 3%, but not more than 6%") yet should not exceed the maximum of the lower grade. The salary after demotion will be determined by the elected official or department head.

A disciplinary demotion will be a salary reduction of at least 6% unless the reduced salary will be over the maximum for the grade. In this case, the employee's salary will be the maximum of the new grade. Employees cannot be paid over the maximum for their grade.

---

Requested change to Section 2B112 Military Leave:

Clarifying language edits:

All Hays County employees who are members of the Armed Forces, the Military reserves, the National Guard, State Guard or certain Public Health Service positions will be allowed up to 120 hours off per Hays County fiscal year with pay to attend authorized training sessions and exercises.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, **employee** health insurance benefits will be provided during military leave **of less than 31 days**. Employees on military leave will be responsible for paying premiums for any dependent and/or supplemental coverage.

Vacation and sick leave will continue to accrue while an employee is on military leave **of less than 31 days**. Employees may use available accrued leave for additional **military leave of greater than 30 days**. If an employee chooses to use accrued leave, they must use it consecutively **with the county paid military leave**.

**Employees on military leave that extends beyond 30 days will lose eligibility for paid insurance coverage and leave accrual. If qualified to continue health insurance benefits pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees may elect to continue health insurance benefits by notifying the Benefits Manager in advance of their leave, and providing payment of any required contribution, including the county's amount paid on behalf of the employee. If employees elect to continue health insurance benefits during their military leave, premiums must be paid to the Hays County Treasurer's Office by the 5th working day of every pay period.**

Once an employee returns to work from military leave **of greater than 30 days**, their insurance will be reinstated **on their return to work day** without a waiting period.

Employees on active duty training assignments **of less than 31 days** are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on military leave **of greater than 30 days** must apply for reinstatement in accordance with all applicable state and federal laws. Every reasonable effort will be made to return eligible employees to their previous positions or to a comparable one. Time off to serve is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation. Paid time off to serve will not be counted as hours worked for the purposes of determining overtime. Employees must show all leave taken for service in the military on their timesheet as military leave.

Any unused military leave balance at the end of the fiscal year will not be carried forward into the next Hays County fiscal year. Pay for attendance at training sessions or exercises will be authorized only for periods which fall within the employee's normal work schedule. An employee may use vacation leave, earned compensatory time, or leave without pay if they must attend training sessions or exercises in excess of the 120 hour limit maximum.

**An employee going on military leave will provide his or her supervisor with a set of orders immediately upon notification. Supervisors must provide the orders to the Hays County Benefits and Payroll Managers upon notification.**

Hays County employees who leave their positions as a result of being called to active military service or who voluntarily enter the Armed Forces of the United States will be eligible for re-employment in accordance with state and federal laws in effect at the time of their release from duty.

Requested change to Section 2B116 Family and Medical Leave Act (FMLA):

Returning to Work after FMLA: Remove " Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility, and authority."

Replace with "On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replace or his or her position has been restructured to accommodate the employee's absence."



# *Hays County Employee Personnel Policy*

*January 2019*

Revision April 2021



# Table of Contents

RESOLUTION.....	1
SECTION 1: GENERAL POLICIES	
SERVICE TO THE PUBLIC .....	3
PROVISIONS	
PURPOSE.....	4
SEVERABILITY .....	4
LEGAL AUTHORITY .....	5
DISSEMINATION OF PERSONNEL POLICIES.....	5
A. COUNTY EMPLOYMENT	
EMPLOYMENT AT WILL 1A101 .....	6
EQUAL EMPLOYMENT OPPORTUNITY 1A102 .....	6
POSITION ANNOUNCEMENTS 1A103.....	6
EMPLOYMENT APPLICATIONS 1A104 .....	7
AMERICANS WITH DISABILITIES ACT AMENDMENT ACT (ADAAA) 1A105 .....	8
EMPLOYEE STATUS POLICY 1A106.....	8
PRE-EMPLOYMENT 1A107 .....	9
IMMIGRATION LAW COMPLIANCE 1A108 .....	10
NEPOTISM 1A109.....	10
DATING 1A110 .....	12
DRESSCODE AND CONDUCT 1A111.....	12
ORIENTATION AND TRAINING 1A112.....	12
PERSONNEL FILES 1A113.....	13
EMPLOYMENT VERIFICATION 1A114.....	13
PERFORMANCE EVALUATION 1A115 .....	14
B. WORK RULES AND EMPLOYEE RESPONSIBILITY	
TOBACCO AND VAPE FREE WORKPLACE 1B101 .....	15

CONFLICT OF INTEREST, SOLICITATION, AND INTER-DEPARTMENT COMMUNICATION 1B102 .....	15
HARASSMENT 1B103.....	16
SEXUAL HARASSMENT 1B104 .....	17
WORKPLACE VIOLENCE 1B105 .....	19
GRIEVANCE PROCESS 1B106.....	19
INFORMAL DEPARTMENT LEVEL GRIEVANCES .....	20
FORMAL GRIEVANCES .....	20
APPEALS TO THE EMPLOYEE GRIEVANCE COMMITTEE .....	21
POLITICAL ACTIVITY 1B107 .....	23
OUTSIDE EMPLOYMENT 1B108 .....	23
DISCIPLINE 1B109 .....	24
LICENSE AND CERTIFICATIONS 1B110.....	25
CONFIDENTIALITY 1B111.....	25
REPORTING FRAUD 1B112.....	26
WHISTLEBLOWER 1B113.....	26
 C. COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY	
COUNTY PROPERTY USE 1C101 .....	28
COUNTY CREDIT CARDS 1C102 .....	28
COUNTY ISSUED KEYS AND BADGES 1C103.....	28
COUNTY VEHICLE USAGE 1C104 .....	29
PERSONAL VEHICLE USAGE ON COUNTY BUSINESS 1C105 .....	30
CELL PHONE USAGE 1C106 .....	30
COMPUTER AND INTERNET USAGE 1C017 .....	31
PROPERTY DAMAGE 1C108.....	33
SOCIAL MEDIA 1C109.....	33
 D. SAFETY AND HEALTH EMPLOYEE RESPONSIBILITY	
WORKER'S COMPENSATION 1D101.....	36
EMPLOYEE SAFETY 1D102.....	38
CONTAGIOUS DISEASES 1D103 .....	38
DRUG AND ALCOHOL – ALL EMPLOYEES 1D104.....	38
DRUG AND ALCOHOL – CDL EMPLOYEES 1D105.....	39

## SECTION 2: EMPLOYEE COMPENSATION AND BENEFITS

### A. EMPLOYEE PAYROLL

FAIR LABOR STANDARDS ACT SAFE HARBOR 2A101 .....	42
INTERNAL REVENUE SERVICE (IRS) FRINGE BENEFITS 2A102 ....	43
COMPENSATION 2A103 .....	43
LONGEVITY PAY 2A104 .....	44
PAYROLL DEDUCTIONS 2A105.....	44
WORK SCHEDULES 2A106 .....	44
ON-CALL TIME 2A107 .....	45
WORK WEEKS AND WORK PERIODS 2A108 .....	45
PAY PERIODS 2A109.....	45
BREAKS 2A110.....	47
TIMESHEETS 2A111 .....	47
COMPENSATORY AND OVERTIME 2A112 .....	48
DEMOTIONS 2A113 .....	49
TRANSFERS 2A114 .....	50
COLLECTIVE BARGAINING TO CIVILIAN POSITION 2A115 .....	50
PROMOTIONS 2A116.....	50
SEPARATIONS 2A117.....	50
RETIREE REHIRES 2A118.....	52

### B. EMPLOYEE BENEFITS

MEDICAL, DENTAL, LIFE AND SUPPLEMENTAL BENEFITS 2B101 ...	53
SECTION 125 CAFETERIA PLAN 2B102.....	54
BENEFITS CONTINUATION (COBRA) 2B103 .....	55
VACATION LEAVE 2B104 .....	55
SICK LEAVE 2B105 .....	57
LEAVE WITHOUT PAY 2B106.....	59
SICK LEAVE POOL 2B107 .....	61
HOLIDAY 2B108 .....	62
CLOSINGS AND EMERGENCIES 2B109.....	62
JURY DUTY 2B110 .....	63



BEREAVEMENT LEAVE 2B111.....	64
MILITARY LEAVE 2B112 .....	64
TIME OFF TO VOTE 2B113.....	65
RETIREMENT 2B114.....	66
MILITARY SERVICE CREDIT .....	66
WITHDRAWING YOUR RETIREMENT FUNDS .....	67
TERMINATION OF EMPLOYMENT .....	67
RETIRING .....	68
DISABILITY RETIREMENT.....	68
RETIREE INSURANCE .....	69
DISABILITY RETIREMENT FOR A PUBLIC SAFETY OFFICER .....	70
MEDICARE ELIGIBLE RETIREES .....	70
PAST RETIREMENT RULES AND REGULATIONS .....	71
RETIREMENT BENEFITS REVIEW COMMITTEE.....	71
REHIRING RETIREES.....	71
DEFERRED COMPENSATION 2B115 .....	72
FAMILY MEDICAL LEAVE ACT (FMLA)/MILITARY FAMILY LEAVE (MFL) 2B116 .....	72
MILITARY FAMILY LEAVE ENTITLEMENTS.....	73
BENEFITS AND PROTECTION .....	73
DEFINITION OF SERIOUS HEALTH CONDITION .....	74
EMPLOYEE RESPONSIBILITIES .....	74
HAYS COUNTY RESPONSIBILITIES .....	75
USE OF LEAVE.....	75
SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE .....	75
RETURNING TO WORK AFTER FMLA .....	77

# **SECTION 1: GENERAL POLICIES**

# *HAYS COUNTY GOVERNMENT*

## *SERVICE TO THE PUBLIC*

*We are here to serve the people of Hays County.*

*It is your responsibility to provide fair, efficient service in a courteous manner.*

*Strive to learn and stay informed about the activities of the county.*

*Be a good and sincere listener. Our visitors and callers want us to understand and care about the reason for their communication.*

*Help others solve their concerns and problems in the most efficient manner, even if the situation must be referred to another employee or department.*

*Write down all the information you will need to complete a task for a citizen, including their name, the date and time of a call or request, and a telephone number, email or physical address where the person can be contacted.*

*Fulfill all promises you make. If you cannot complete a promised task as anticipated, get back in touch and explain the circumstances.*

*Respect the dignity of every individual. Try honestly and sincerely to see the other **person's point of view. Speak kindly to and about others. Avoid arguments and be friendly.***

*Be punctual in your work and for appointments.*

*Make suggestions to your supervisor about ways we can improve our services to the citizens of Hays County or can get our work done in a more efficient manner.*

*Dress and appearance must be appropriate for your job. A neat and orderly appearance is important.*

*County employees are trustees of public funds. Please conserve county money, time and equipment as if it were your own. Public service not only requires that we obey the law, but it is also important that we avoid even the appearance of any improper action or of using our official position to gain any personal advantage.*

# PROVISIONS

## **PURPOSE**

These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by the Hays County Commissioners Court. This policy governs all aspects of employment. The policies are not a contract of employment between Hays County and any of its employees, they are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind. Additionally, the Hays County Personnel Policy should not be interpreted as forming an express or implied contract or promise that these policies will be applied in all cases. Commissioners Court adopted these policies to promote consistent, equitable, and effective practices by both employees and supervisors. These provisions may be amended or canceled at any time by a Commissioners Court action except for the policy of employment-at-will.

In addition to the Hays County Personnel Policy, elected officials and department heads may establish departmental rules and regulations that relate specifically to their departments, as long as they do not conflict with or supersede these policies. Employees must comply with their departmental rules. If there is a conflict between a departmental rule or policy and these policies or any future amendments to these policies, the terms of these policies, as amended, will prevail.

These personnel policies apply equally to all employees, volunteers, interns, and reserves of Hays County unless law or the terms of these policies specifically exempt a class of employees.

## **SEVERABILITY**

If any provision or part of a provision is held invalid, illegal, or unenforceable, this will not affect the validity of the remaining provisions or parts of provisions, which will remain in force and effect.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance.

## **LEGAL AUTHORITY**

References to statutory or other legal authority contained in these policies are for informational purposes only and are subject to change. As changes occur in statutory or other legal authority, Hays County and its personnel will modify practices accordingly.

## **DISSEMINATION OF PERSONNEL POLICIES**

The Hays County maintains the official record of the personnel policies with all revisions. Commissioners Court must approve all deletions, amendments, revisions, or additions to the Hays County Personnel Policy.

The Human Resources Department will provide a copy of this policy to all new employees. Every employee is required to sign an acknowledgement of having received the Hays County Personnel Policy. All employees, including elected officials have an obligation to familiarize themselves with these policies and to abide by them, including any future amendments to these policies.

Employees will be notified of subsequent revisions via email and updates will be posted to the policy on the county intranet. For employees who do not have a computer, supervisors will be directed to share with employees.

## **A. COUNTY EMPLOYMENT**

### **1A101 EMPLOYMENT AT WILL**

All employment with Hays County will be considered “at will” employment. No contract of employment will exist between any individual and Hays County for any duration, either specified or unspecified. No provision of this policy will be construed as modifying the employment at will status.

Hays County will have the right to terminate the employment of any employee for any legal reason, or no reason, at any time, with or without notice.

Hays County will also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice. Employees of Hays County will have the right to leave their employment with Hays County at any time, with or without notice.

### **1A102 EQUAL EMPLOYMENT OPPORTUNITY**

Hays County is an equal opportunity employer. The county will not tolerate unlawful discrimination on the basis of race, color, religion, national origin, sex, age, genetic information, pregnancy, veteran status, disability, or any other condition or status protected by law. The county will not discriminate on the basis of any condition or status protected by law for any benefit, condition, privilege of employment except where required by state or federal law or where a bona fide occupational qualification exists. Such employment privileges may include but are not limited to hiring, promotion, demotion, raises, termination, training, discipline, and use of employee facilities or programs. If an employee needs an accommodation as a result of a condition or status protected by law, please advise the elected official, appointed official, department head, Hays County General Counsel or Human Resources Director.

### **1A103 POSITION POSTINGS**

All positions are approved by Commissioners Court. Every vacant position must be posted through the Human Resources Department. There will be no promotions or new hires without a position posting. The hiring official determines the length of time a position is posted and the type of posting that is appropriate.

The hiring official may choose to use any of the following types of postings:

- Public posting – The position is posted in the Human Resources Department and on the county website, and is available for all members of the public and all county employees to apply. The hiring official may also request the position

to be advertised in newspapers, posted on other job posting and recruiting internet sites and organizations.

- County posting – Only current Hays County employees may apply for the position. The position is posted in the Human Resources Department and on the county website.
- Departmental posting – Only current employees and interns within the department in which the vacancy exists may apply for the position. The position is posted in the Human Resources Department and a copy of the job posting is sent only to the department that has the vacancy for posting.

The official job postings are displayed in the Human Resources Department.

### **1A104 EMPLOYMENT APPLICATIONS**

All applications must be submitted to the Human Resources Department or, for Sheriff's Office positions, to the Sheriff's Human Resources office.

Hays County does not accept resumes without a fully completed, appropriate Hays County employment application. The county does not accept applications for employment unless a specific vacancy exists. Applications are valid for 90 days and the hiring official may consider previously submitted applications for the same position posted within the previous 90 days.

Any misrepresentations, falsifications or material omissions in any submitted application or resume may result in exclusion of the individual from further consideration of employment, or if the person has been hired, termination of employment.

Examples of reasons for which Hays County may reject an applicant are as follows:

- applicant does not meet the minimum requirements established for the position;
- application includes false information;
- applicant has exercised or attempted to exercise political pressure, bribery or any threat to secure an advantage in selection; or
- applicant has failed to submit the application correctly or within the prescribed time limit.

## **1A105 AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT (ADAAA)**

It is the policy of Hays County to prohibit any harassment or discriminatory treatment of employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels they have been subject to such treatment or has witnessed such treatment, the situation should be reported to an elected official, appointed official, department head, Hays County General Counsel or Human Resources Director. All elected officials, appointed officials, department heads and employees with responsibilities requiring knowledge of an employee's disability are instructed to treat the employee's disability information with confidentiality.

It is Hays County's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the county. In accordance with the Americans with Disabilities Act, as amended (ADAAA), reasonable accommodations may be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees. If an applicant or employee requires an accommodation, please contact an elected official, appointed official, department head, Hays County General Counsel or Human Resources Director. Reasonable accommodations will be determined through an interactive process of consultation.

## **1A106 EMPLOYEE STATUS**

Each county position has an employee status that identifies how the position is paid and how benefits are granted by Commissioners Court.

- Regular Full Time - A regular full time employee is any employee in a position who has a normal work schedule of at least forty (40) hours per week. Full time regular employees are eligible for county health insurance and TCDRS retirement benefits. Other county policies will dictate eligibility for other benefits.
- Three-quarter ( $\frac{3}{4}$ ) Regular Time - A  $\frac{3}{4}$  time regular employee is any employee in a position who has a normal work schedule of at least thirty (30) hours per week but less than forty (40) hours per week.  $\frac{3}{4}$  regular time employees are eligible for county health insurance and TCDRS retirement benefits. Other county policies will dictate eligibility for other benefits.
- One half ( $\frac{1}{2}$ ) Regular Time - A  $\frac{1}{2}$  regular time employee is any employee in a position who has a normal work schedule of at least twenty (20) hours per week but less than thirty (30) hours per week. All  $\frac{1}{2}$  regular time employees must be placed on TCDRS retirement regardless of the number of hours worked per week. Other county policies will dictate eligibility for other benefits.



- Regular Part Time - A regular part time employee is any employee in a position who has a normal work schedule of less than twenty (20) hours per week. All regular part time employees must be placed on TCDRS retirement regardless of the number of hours worked per week. Other county policies will dictate eligibility for other benefits.
- Temporary - A temporary employee is any employee who is expected to work each week in a position that is expected to last for a specific period of time or until a specific project is completed, not to exceed 12 months. Temporary employees are not entitled to any benefits under the Affordable Care Act and are also not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.
- Unpaid – An unpaid employee may be an intern, volunteer, or reserve deputy.

An employee whose status has changed from temporary to regular is considered hired on the date of acceptance of regular employment.

### **1A107 PRE-EMPLOYMENT**

In an effort to provide and maintain the safest possible environment for the public and staff, and enhance the security of physical resources, Hays County will, consistent with the requirements of the law and prudent practices, conduct background and reference checks on applicants who are under final consideration for a position.

The hiring official is responsible for making appropriate checks to verify education, experience, character, work ethic, required certificates and skills of an applicant.

Human Resources or the department with statutory requirements will conduct criminal background investigations, driver's license record checks, and obtain criminal history record information in accordance with the statutory support of Texas Government Code 411.1295 as may be amended from time to time.

To help assure that employees are able to perform their duties safely, medical examinations may be required. After a conditional offer has been made to an applicant entering a designated job category, a health professional of Hays County's choice will perform a medical examination at Hays County's or the applicant's expense, depending on the position and funding available. This exam may include a physical exam, a psychological exam, and a drug test.

The continuation of employment is contingent upon satisfactory completion of all exams. Employees who are required to pass physical examinations must be cleared for duty in writing by the medical authority chosen by Hays County. Anyone

not successfully completing or refusing to take these exams will not be considered for employment. Information of an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

### **1A108 IMMIGRATION LAW COMPLIANCE**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Verification Form I-9 and present appropriate documents establishing identity and employment eligibility within the prescribed timeframe. Employees that are required to update their immigration records must do so prior to the expiration of their documents in order to continue employment.

### **1A109 NEPOTISM**

Texas Government Code Chapter 573 states a public official of Hays County is prohibited from appointing or hiring an individual related within the third degree of consanguinity (blood) or within the second degree of affinity (marriage) to work in a department that he or she supervises or exercises control over. Hays County forbids the practice of nepotism in hiring employees or awarding contracts. No person may be hired who is related within the third degree by consanguinity (blood) or within the second degree by affinity (marriage) to any member of the Commissioners Court, or to the elected official or department head for whom they would work. Relatives of persons currently employed by Hays County may be hired only if they will not be a subordinate to or supervising the relative. This policy applies to any relative who has the authority to review work or make employment decisions regardless of their position in the organizational hierarchy. The hiring of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Pursuant to Chapter 573 of the Texas Government Code, if an elected official is newly elected in the general election, they may supervise relatives only if the relative has already been working in the same position for at least one year prior to the election and will continue to work in that position. If an elected official is newly elected in an election other than the general election, they may supervise relatives only if the relative has already been working in the same position for at least six months prior to the election and will continue to work in that same position. If the elected official is appointed, they may supervise relatives only if the relative has already been working in the same position for at least 30 days.

Current Hays County employees cannot be transferred into a position that would create a supervisory or reporting relationship for a relative. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days of the

relationship establishment, a supervising elected official, appointed official, or department head will decide. In other cases where there is a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

A degree of relationship is determined under Texas Government Code Chapter 573. (See the charts that follow.)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
<b>Person</b>	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent

\* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.

Relationship of Affinity		
	1st Degree	2nd Degree
<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

Pursuant to Chapter 573 of the Texas Government Code, the ending of a marriage by divorce ends relationship by affinity unless a child of that marriage is living, in which case the marriage is considered to have continued for the purposes of nepotism.

### **1A110 DATING**

Hays County recognizes that social dating and romantic relationships may develop between two employees. Employees who work in the same department and are dating have an obligation to inform their supervisor(s). Romantic or sexual liaisons that develop in the workplace are potentially problematic. Any relationship that results in performance problems, disruptive conduct, or affects county operations will result in disciplinary action up to and including termination. In cases where there is a conflict and the employees do not work in the same department, the parties may be disciplined up to and including termination of employment. Employees found to be engaging in sexual activity while on county time or in a county facility will be disciplined up to and including termination.

Hays County expressly prohibits supervisors to date or become intimately involved with employees they supervise. Supervisors who provide special benefits to employees whom they are dating are guilty of sexual discrimination and will be disciplined up to and including termination.

### **1A111 DRESS CODE AND CONDUCT**

Hays County expects all employees to be well groomed, clean, and neat at all times and to dress according to the requirements of their positions. Each department head will determine the type of attire that is acceptable for their department.

Employees are required to act in a professional manner at all times and extend the highest courtesy to co-workers and to the public being served. A cheerful and positive attitude is essential to our commitment to customer service.

### **1A112 ORIENTATION AND TRAINING**

Each new employee is required to attend an orientation on or before the first three days of employment. During orientation, the new employees will meet with the Treasurer's Office to receive payroll, retirement, and accrued leave material dependent on eligibility. New employees will also meet with the Human Resources Department to complete required employment forms and to receive required policies and meet with the HR Benefits representative to receive material and information on insurance plans offered, dependent on eligibility.

Each new full-time employee is also required to attend a benefits enrollment session where they will meet with various insurance representatives and make insurance enrollment selections. The Benefits representative will schedule each new employee to attend the required benefit enrollment session.

Training an employee is the responsibility of the department head for which he or she works. Training is necessary to prepare the employee for new duties that are required for the employee's current position. Whenever possible, employees receive on-the-job training under close supervision. If it is necessary to have two employees in one position in order to train a new employee, there must be funds available in the department's budget to do so. Positions may not be shared for more than two weeks without Commissioners Court approval.

### **1A113 PERSONNEL FILES**

The Hays County Treasurer's Office retains basic employee information in an individual personnel file. This file includes all pertinent employment documents such as resume, application, insurance information, tax information, retirement information and other similar paperwork pertaining to the employee, as well as, records concerning performance and compensation.

It is important that the personnel records of Hays County be accurate at all times. In order to avoid issues, compromise benefit eligibility or have W2's returned, Hays County requests employees to promptly notify the Treasurer's Office of any change in name, home address, telephone number, marital status, number of dependents, or any other pertinent information.

The Public Information Act allows county employees to keep certain personal information confidential: home addresses, personal telephone numbers, social security numbers, emergency contact information, and information that reveals whether the employee has family members. This information may be kept private by requesting in writing no later than 14 days after the first day of employment not to allow this information to be released to the public. To close or open public access at a later date, submit a request in writing to the Hays County Treasurer's Office.

### **1A114 EMPLOYMENT VERIFICATION**

The Hays County Treasurer's Office responds to verifications of employment. Normally, responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. The Treasurer's Office will only release public information. Any additional information will only be released with the employee's authorization.

## **1A115 PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Normally, formal performance evaluations are scheduled approximately every 12 months in June for all employees. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

An employee's progress will be carefully reviewed. Each formal evaluation will be given to the employee and discussed in detail by the supervisor and/or department head. The department head, or his or her designee, may conduct the employee discussion and review. Signed evaluation forms are to be forwarded to the Human Resources Office for permanent retention in the employee's personnel file.

Evaluations do not change the employment at will status. The county retains the right to dismiss an employee at any time regardless of evaluation scores.

## **B. WORK RULES AND EMPLOYEE RESPONSIBILITY**

### **1B101 TOBACCO AND VAPE FREE WORKPLACE**

Hays County supports the health and wellness of employees and officials by discouraging the use of tobacco products and vapor delivery devices. Hays County prohibits the use of tobacco or vapor delivery devices within 15 feet of entrances to county buildings, within county buildings, and within county vehicles.

### **1B102 CONFLICT OF INTEREST, SOLICITATION AND INTER-DEPARTMENT COMMUNICATION**

Employees of Hays County will not engage in any employment, relationship, or activity which could be viewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce their ability to make objective decisions in regard to their work and responsibility as a Hays County employee.

Employees involved in conflict of interest situations will be subject to discipline, up to and including termination and these actions may have criminal consequences for employees.

Activities which constitute a conflict of interest will include but not be limited to:

- soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the county, that might reasonably tend to influence the employee's performance of duties for the county or that the employee knows or should know is offered with the intent to influence the employee's performance;
- accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties;
- accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the county;
- making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and his or her duties for the county; or

- soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a county employee in favor of that person.

In an effort to assure a productive and harmonious work environment, persons not employed by Hays County may not solicit or distribute anything in the workplace at any time for any purpose without department head approval. Hays County recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute items concerning these activities during work time. Working time does not include lunch periods, work breaks or any other periods in which employees are not on duty. Employees also are prohibited from using county equipment to distribute or solicit such items.

From time to time an employee may be given directions from persons other than his or her immediate supervisor or department head. In such cases, it is the employee's responsibility to notify his or her supervisor about the directions, their purpose, and relevant facts of the situation.

### **1B103 HARASSMENT**

Hays County is committed to a workplace free of harassment. Harassment gender identity, transgender status, or sexual orientation, race, color, religion, national origin, age, genetic information, pregnancy, disability, FMLA or military leave status or veteran's status. Such conduct becomes harassment when:

- the submission to the conduct is made as a condition of employment;
- the submission to, or rejection of, the conduct is used as the basis for an employment decision; or
- the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Hays County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business.

Employees who feel they have been harassed should immediately report the situation to the department head, elected official or appointed official who is responsible for the department in which they work. If the harassment is from the department head, elected official or appointed official, employees should report the situation to the Human Resources Director or the County Judge.

Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy. Employees who feel they have been subjected to illegal retaliation should immediately report the situation to



the department head, elected official or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the department head may not be the best course of action, the report should be made to the Human Resources Director or to the County Judge.

Once a report of harassment is received by a supervisor or department head, the Human Resources Director must be notified immediately.

Every reported complaint will be investigated promptly and thoroughly. The official or department head to whom a claim has been reported will be responsible for seeing that prompt action is taken to investigate the claim.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment or retaliation has occurred, up to and including termination.

### **1B104 SEXUAL HARASSMENT**

Sexual harassment is strictly prohibited by Hays County, whether committed by elected official, appointed official, department head, co-worker or non-employee the county does business with. It is the policy of Hays County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment will be subject to discipline, up to and including termination of employment. Sexual harassment includes, but is not limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where:

- the submission to such conduct is either an expressed or implied condition of employment;
- the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or
- the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment will be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment will be handled with discretion, there can be no complete assurance of full confidentiality.

Employees who feel they have been sexually harassed should immediately report the situation to the department head, elected official or appointed official who is

responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the Human Resources Director or the County Judge.

Once a report of harassment is received by a supervisor or department head, the Human Resources Director must be notified immediately.

The official or department head to which a claim has been reported will be responsible for seeing that prompt action is taken to investigate the claim. Use the following procedures so that the complaint may be resolved quickly and fairly.

- when practical, confront the harasser and tell them to stop the unwanted behavior;
- record the time, place and specifics of each incident, including any witnesses; and
- report sexual harassment to the supervisor or department head responsible for the department or to the Human Resources Director.

If a thorough investigation reveals that unlawful sexual harassment has occurred, Hays County will take effective remedial action in accordance with the circumstances, up to and including termination.

Retaliation against an employee who reports sexual harassment or who cooperates as a witness in the investigation is prohibited by law as well as this policy.

Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the department head, elected official or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the department head may not be the best course of action, the report should be made to the Human Resources Director or to the County Judge.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful sexual harassment or retaliation has occurred, up to and including termination.

Reporting or failing to report claims in accordance with the procedure given in this policy does not limit other legal recourse an employee may have in regard to sexual harassment charges.

## **1B105 WORKPLACE VIOLENCE**

Hays County is committed to providing a workplace free of violence. Hays County will not tolerate or condone violence of any kind in the workplace. Hays County will also not tolerate or condone any threats of violence, direct or indirect, including jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should be aware of their surroundings at all times and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the Sheriff's Office. Employees may possess a firearm or other weapon only if legally authorized. However, employees may not carry firearms in unauthorized locations within Hays County property. If employees believe that a person is violating this policy, they should immediately report the violation to their immediate supervisor or the Sheriff's Office. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

## **1B106 GRIEVANCE PROCESS**

The purpose of the Hays County grievance process is to settle grievances as quickly as possible to assure efficient work operations and maintain positive employee morale. Elected officials, department heads and supervisors are encouraged to work with employees to resolve grievances informally. A grievance may be filed by current employees on one or more of the following grounds:

- improper application of Hays County rules, regulations, and procedures;
- improper working conditions, and health and safety issues;
- improper application of Hays County fringe benefits;
- misapplication of a salary ladder;
- harassment/retaliation; or
- illegal discrimination based on sex, race, color, religion, national origin, age, genetic information, pregnancy, disability, FMLA or military leave status or veteran's status.

The grievance process does not apply to:

- performance evaluations; or
- performance improvement plans.

No adverse action will be taken against an employee for exercising his or her grievance right. However, Hays County reserves the right to proceed with any disciplinary action that is not related to or in retaliation of the use of the grievance process. Further, the act of filing a grievance does not alter the employment at will relationship in any way. It is not considered proper use if an employee raises grievances in bad faith or solely for the purposes of delay or repeatedly raises grievances that are without merit.

If the employee wishes to appeal, they must appeal to the next step of the grievance process within the stated time period or lose the right to carry the case any further. Once a grievance is appealed to the Employee Grievance Committee and a decision is reached, that decision is final. Grievances will not be accepted regarding the same incident or issue without substantial new evidence that was not considered in the previous investigation. Final decisions on grievances will not set precedence nor bind any circumstance except the specific complaint that is in question.

- **INFORMAL DEPARTMENT LEVEL GRIEVANCES**

The first step in the grievance process is for the employee to attempt to resolve the grievance by an informal conference with their supervisor. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, then the employee must file the grievance with their department head, elected official or appointed official. If this too does not result in a resolution that is satisfactory to the employee, he or she must file a formal, written grievance.

- **FORMAL GRIEVANCES**

Formal grievances must be in writing, signed by the employee and presented to the Human Resources Director within 14 calendar days after the alleged grievance occurred. If the grievance is against the Human Resources Director, then it will be filed with the Commissioners Court members. A statement of the specific remedial action requested by the employee must be included in the written grievance.

An employee may be represented throughout the formal grievance process by another county employee of his or her choosing provided that the employee chosen has not been an employee representative in any other grievance proceeding within the previous 12-month period. After being presented with a written and signed grievance, the Human Resources Director or Commissioners Court representative will:

- Meet with the employee and other persons as may be necessary to gather the facts.
- Attempt to resolve the grievance with the employee.

- Communicate the decision to the employee in writing within 14 calendar days after the receipt of the formal grievance. More time may be requested to allow adequate investigation.

If the complainant is dissatisfied with the findings of the investigation, they may appeal to the Employee Grievance Committee.

## • **APPEALS TO THE EMPLOYEE GRIEVANCE COMMITTEE**

An employee may appeal the written decision of the Human Resources Director or Commissioners Court representative to the Hays County Employee Grievance Committee within 14 calendar days of receiving the written decision of the formal grievance. During the Employee Grievance Committee hearing, the Human Resources Director or Commissioners Court representative will be allowed to submit any evidence gathered during any previous investigation. The Human Resources Director or Commissioners Court representative will remain as part of the Employee Grievance Committee even though they may have conducted a separate investigation into these matters.

The Commissioners Court will appoint the Employee Grievance Committee. If a committee member has a personal relationship to the incident or any party involved that would constitute a conflict of interest, the remaining committee members must appoint an alternate for the remainder of this grievance. All members of the committee must be present for a quorum.

An appeal to the Employee Grievance Committee will be the last step of the grievance procedure. The employee will have 14 calendar days after receiving the formal written decision by the Human Resources Director or Commissioners Court representative from the Formal Grievance to submit an appeal to the Employee Grievance Committee. Failure to submit the appeal in the required time period will result in the rejection of the grievance. If an appeal is accepted, all parties must abide by the solution(s) proposed.

The appeal must be in writing and include the following:

- the complainant's name, job title, immediate supervisor, and department head;
- the full complaint including details of events;
- the action(s) the complainant has taken to solve the problem;
- response from each level of management to all aspects of the complaint; and
- recommended action to solve the problem.

Parties will be notified in writing no less than 14 calendar days before, of all dates and times set for the hearings. All parties to the grievance will have the right to be represented and or accompanied by one other person. They also have the right to attend all formal hearings involving their case. Committee proceedings will be conducted as a formal hearing. Subject to the rules of natural justice the committee will, at its absolute discretion, decide all matters of procedure and evidence. The committee has the right and obligation to investigate all aspects of the grievance. All proceedings for the Employee Grievance Committee will be kept confidential. All formal hearings will be tape recorded for investigative reference.

The parties involved in the grievance may present witnesses and evidence. Any evidence involved in the grievance either oral or written must be submitted to the committee during the hearing process. A list of all witnesses to be called as well as a copy of all evidence must be submitted to the committee within three calendar days prior to the hearing. Failure or refusal to produce such evidence, withholding evidence or false representation of evidence will be considered as insubordination and proper disciplinary action may be taken. The committee reserves the right to call further witnesses as well as to request and submit additional evidence during the investigation process. The committee is empowered to decline evidence or witness testimony when it cannot be shown to be relevant to the case under consideration. Both parties have the right to examine all evidence and question witnesses during the formal proceedings. The committee will determine the date by which final submissions are to be made. No party to the grievance will be present while the committee considers its decision. The committee has the right to seek legal advice. It also has the right to re-examine any evidence presented in the formal hearings.

The Employee Grievance Committee will prepare a written report of its findings and its determination as to whether the grievance is or is not well founded. The committee will include in the report a proposal for the solution to the grievance. Disciplinary action may be taken up to and including termination, if the committee finds that a party in the grievance has performed an action that warrants such discipline. The decision of the Employee Grievance Committee is final.

Reporting or failing to file grievances in accordance with the procedure given in this policy will not limit other legal recourse an employee may have in regard to harassment claims.

## **1B107 POLITICAL ACTIVITY**

Employees of Hays County have the right to support candidates of their choice and to engage in political activity during their personal time only. Hays County employees will not participate in political activities while on county duty, including but not limited to wearing campaign clothing. Employees are expected to remove county uniforms before participating in political activity. In addition, no county owned property, vehicle, building, equipment, material and/or office may be used for displaying campaign materials or for conducting any partisan political activity.

County employees are not required to contribute to any political fund or render any political service to any person or party.

This section does not apply to the use of the courthouse, courthouse grounds or county buildings when used for the purpose of political announcements approved by Commissioners Court.

Any county employee who is subject to the provisions of the federal Hatch Act may not be a candidate for an elective position in a partisan election. A partisan election is an election in which the candidates are to be nominated or elected to represent a party. County employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity that is financed in whole or part by loans or grants made by the federal government.

Hays County employees will not:

- use their official authority or influence to interfere with or affect the result of any election or nomination for office; or
- directly or indirectly coerce, attempt to coerce, command, or advise another person to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political reason.

## **1B108 OUTSIDE EMPLOYMENT**

New employees must notify their immediate supervisor of any outside employment when they are hired by Hays County. If there is a conflict of interest, the employee will be required to terminate the outside employment.

Employees may accept outside employment while employed with Hays County as long as their outside employment and volunteer activities do not create a conflict of interest or the appearance of one. Express prior approval must be in writing from the immediate supervisor before accepting the outside job, including self-employment. Hays County employees are expected to give their full and undivided attention to their job duties. If a department head, elected official or appointed official determines that an employee's outside work interferes with their

performance or the ability to meet the requirements of Hays County, the employee may be asked to terminate the outside employment.

Employees may not receive any income, compensation or personal gain from individuals other than Hays County for materials produced or services rendered while performing their Hays County jobs. Employees also may not use Hays County facilities, property, or equipment for outside employment, income, compensation, or personal gain unless authorized by the Commissioners Court. Employees should not use their association with Hays County to carry on a private business or profession.

## **1B109 DISCIPLINE**

Each supervisor has the authority to administer discipline to employees in their department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or Hays County.

Employees that commit work-related misconduct as defined by an action or failure to perform an action that causes a hindrance for the county or is in violation of a rule, policy or law will be subject to disciplinary action, up to and including termination of employment, depending upon the severity and repeat nature of the offense.

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

When determining disciplinary action, the supervisor may consider previous infractions although they might not be for the same violation. The supervisor may choose any or none of the following disciplinary actions for a violation. They may choose to perform these actions in any order.

- **Oral Warnings** – Oral warnings are given verbally to the employee by a supervisor or department head and documented by the official, department head, or supervisor in the form of a summary. There may be situations that it is recommended to have a presence of a witness.
- **Written Reprimand** – Written reprimands are given with an oral discussion. The supervisor, department head and employee must sign the reprimand. The employee's signature on a written reprimand does not mean that the employee is admitting guilt; they are simply acknowledging the receipt of the reprimand. The employee may submit a rebuttal statement within 14 calendar days of receiving the reprimand. If he or she does not submit a rebuttal statement, it will be assumed that the employee agrees with the description of unacceptable conduct as stated. If the employee refuses to sign the reprimand, a witness may sign that the employee received a copy of the reprimand and he or she refused to sign it.



- **Reduction in Pay** – As a disciplinary measure, an employee’s pay may be reduced for doing the same job. The reduction cannot exceed 6% of the employee’s current salary and must be documented as temporary or permanent and given with a written reprimand. If permanent, the employee’s previous salary may not be reinstated but the employee may receive merit or promotion salary increases.
- **Demotion** – As a disciplinary measure, an employee may be demoted to a lesser paying or less responsible position. The demotion must be documented as temporary or permanent and given with a written reprimand. Refer to DEMOTIONS Section 2A113 for salary administration guidelines.
- **Suspension from Duty** – An employee may be suspended with or without pay for up to 30 calendar days as a disciplinary measure. The suspension must be given with a written reprimand.
- **Termination** - An employee may be terminated at any time with or without notice.

**All County employees are “at will” employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in his/her job.**

Hays County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

### **1B110 LICENSE AND CERTIFICATIONS**

Hays County has many positions that require licenses and certifications. It is the responsibility of each employee to maintain all required licenses and certifications. If an employee is unable to renew or loses a license or certification, they must immediately notify their supervisor. If this license is a requirement for the position, the employee may be demoted, transferred or terminated. Under no circumstances will the employee be allowed to continue in the position where a license or certification is required if failure to have such license or certification is illegal under either Federal or State Law.

### **1B111 CONFIDENTIALITY**

Hays County is a public entity, however, some county employees acquire confidential and non-public information as a result of their position with the county. This information must be protected. Employees who reveal confidential and non-

public information they possess as a result of their position may be subject to discipline up to and including termination.

The county will adhere to the Public Information Act requirements for the release of information maintained in employee personnel file.

The Public Information Act allows county employees to keep their home addresses, home telephone numbers, social security numbers, emergency contact information, and information related to family members confidential. Employees may keep this information private by requesting in writing no later than 14 calendar days after their first day of employment not to allow this information to be released to the public. If employees wish to close or open public access to their information at a later date, they must submit a request in writing to the Hays County Treasurer's Office.

### **1B112 REPORTING FRAUD**

One of the ways employees can help protect the public trust is to report instances of fraud or abuse of authority by county employees. Fraud can involve employees, vendors, volunteers, and external organizations doing business with the county. Fraud must be reported to an employee's supervisor. Reports of fraud may also be reported to the Hays County Auditor, who oversees all fraud reporting, the District Attorney or appropriate law enforcement officer.

Examples of fraud include, but are not limited to, the following:

- Missing Cash
- Theft of Equipment and Supplies
- Embezzlement
- Inspection Kickbacks/Bribery
- Timesheet Fraud
- Conflict of Interest
- Falsified Documents
- Workers' Compensation Abuse
- Personal Use of County Assets
- Vendor Kickbacks

Retaliation against or penalizing any employee for reporting fraud, giving testimony, or cooperating with an audit investigation proceeding or hearing is prohibited. Appropriate disciplinary action will be taken against those found to have retaliated against the employee. See Appendix 1 Antifraud Policy for steps and procedures for reporting fraud.

### **1B113 WHISTLEBLOWER**

An employee may, in good faith, report an alleged violation of a Hays County policy or federal or state law to their elected official, department head, supervisor, or the

Hays County Auditor, unless all of these persons are the alleged perpetrators of the alleged violation of policy or law. If all of the listed persons are alleged to be involved in the violation, the employee may report the allegation to the County Judge, District Attorney or the Hays County Sheriff. The county will investigate the reported activity.

An elected official, appointed official, department head, supervisor or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of Hays County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes he or she is being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact the Human Resources Director or County Judge.

Contact the Hays County Auditor for questions regarding this policy. See Appendix 2 Whistleblower Policy for steps and procedures.

## **C. COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY**

### **1C101 COUNTY PROPERTY USAGE**

Each Hays County employee is responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to them. County employees will only use equipment, tools, and other county property that they are authorized to use. Hays County does not permit anyone to use county paid postage for personal use. Personal use of county equipment, supplies, tools, and any other county property is not permitted unless authorized by the Commissioners Court and may result in discipline up to and including termination. Improper use may subject employees to criminal prosecution.

Employees must return all Hays County property immediately upon request or upon termination of employment. Where permitted by applicable laws, Hays County may withhold from the employee's paycheck the cost of any items that are not returned when required. Hays County may also take all action deemed appropriate to recover or protect the property.

### **1C102 COUNTY CREDIT CARDS**

In rare cases, credit cards are needed when it is not practical to wait for issuance of a check or if a purchase order is not acceptable. Departments needing a credit card must have prior approval from Commissioners Court before a credit card will be issued to them and the department head must sign off on the "Hays County Policy for Credit Card Use" form. Credit cards are to be used for county business only and receipts must be turned in to Accounts Payable within 72 hours. Unauthorized or personal use of Hays County credit cards is strictly prohibited and may result in disciplinary action up to and including termination.

### **1C103 COUNTY ISSUED KEYS AND BADGES**

Hays County employees that are issued keys or badges to facilities or equipment will be required to sign the key agreement and/or badge agreement. Employees are solely responsible for any keys or badges issued to them. Any violation of this policy will result in disciplinary action up to and including termination. Employees must strictly adhere to the following:

- employees will not attempt to duplicate or knowingly permit the duplication of any key or badge;
- employees will not loan out any key or badge to any person whether to an employee or non-county personnel, unless given written consent by their department head;

- employees must report any lost or stolen keys or badges to their department head immediately.
- employees are responsible to pay \$15.00 for the replacement of lost or stolen keys and/or employee badges;
- employees must return all keys and badges upon request or termination of employment; and
- the employee's last paycheck will reflect payment to replace the locks for any key that is not returned.

### **1C104 COUNTY VEHICLE USAGE**

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles will be responsible for the care, maintenance, proper use and upkeep of these vehicles. Employees may only use the vehicles they are authorized to use. Employees may not allow non-county employees to operate the vehicles they have been assigned.

With the exception of Law Enforcement Officers and Emergency Management personnel hired prior to October 1, 2015, employees within the positions listed above may not take a county vehicle home without Commissioners Court approval unless they reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County. All employees hired on or after October 1, 2015 for any position listed above must reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County, in order to take a county vehicle home without Commissioners Court approval.

Employees who operate vehicles must maintain a current active license for the operation of that vehicle. If they have any change in status of their license they must immediately notify their supervisor and the Human Resources Director. An employee whose job involves operation of a vehicle requiring a license for its legal operation will be subject to possible job change, demotion or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed ineligible to operate county vehicles or equipment, regardless of whether the license is still active, will be subject to possible job change, demotion or termination.

Any employee involved in an accident while operating Hays County equipment or vehicles will immediately report the accident to his or her supervisor and to the proper law enforcement or other authority immediately. Employees must submit to a drug and alcohol screening by the end of the day of the accident. A copy of all

accident and incident reports prepared by the employee will be sent to the supervisor and the Human Resources Director.

For a complete Use of County Equipment and Vehicles Policy see Appendix 3 Use of County Equipment and Vehicles.

### **1C105 PERSONAL VEHICLE USAGE ON COUNTY BUSINESS**

Employees who drive personal vehicles to perform county business are required to maintain state minimum liability vehicle insurance coverage. Failure to maintain insurance or a valid driver license could result in disciplinary action up to and including termination. Employees may not drive their vehicle on county business if their license has been suspended or revoked. Doing so could result in disciplinary action up to and including termination.

For a complete Use of County Equipment and Vehicles Policy see Appendix 3 Use of County Equipment and Vehicles.

### **1C106 CELL PHONE USAGE**

Certain Hays County positions will require a Hays County provided cell phone. Hays County cell phones are to be used for business purposes only. In some cases, employees will receive a phone stipend for using a personal phone when required for county business.

Hays County discourages employees from using cellular phones while driving a Hays County owned/leased vehicle, including any machinery. Employees are advised to use hands free methods to communicate on a cell phone. Employees should either stop the vehicle to safely use the cell phone or advise the caller that they will be contacted when the employee is not driving.

Hays County requires employees to adhere to state law regarding texting and driving. County employees who are driving a personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting. Doing so may result in fines and penalties, up to and including loss of CDL.

Employees in possession of a Hays County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism.

Each department head may set rules and regulations regarding personal cell phone usage while at work.

For complete guidelines see Appendix 4 Landline and Cell Phone Policy.

## **1C107 COMPUTER AND INTERNET USAGE**

The use of Hays County information systems, including computers, fax machines, smart phones, tablet computers and all forms of Internet/Intranet access, is for Hays County business and for authorized purposes only. Brief and occasional personal use of the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in any expense to the County.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to Hays County's business, distract, intimidate, or harass coworkers or third parties, or disrupt the workplace.

Use of Hays County computers, networks, and Internet access is a privilege granted by department heads and may be revoked at any time for inappropriate conduct carried out on such systems. Improper use may result in discipline up to and including termination.

Reasonable efforts must be made by all users to preserve the overall security of all computers, e-mail, and Internet systems used by Hays County. The information in all computer systems must be protected against unintentional damage due to human and technical errors. Doing regular backups for each system can offer some insurance for this. Information Technology will be responsible for protecting the primary or central systems. Each individual user will be responsible for backing up their computer.

Other protective efforts include maintaining an updated, proper and secure password. Passwords should be changed often and never shared. A forgotten password or unauthorized use of a password should be reported to Information Technology at once.

Attempts to access unauthorized information, files, or a system are violations of this policy and will result in disciplinary action up to and including termination of employment. Employees that find they accidentally have access to something they should not, should report the gap in security to Information Technology at once. Employees should refrain from investigating any area that they do not have express authority to review.

E-mail is public record and subject to public record regulations with respect to inspection, disclosure, scheduled retention and disposition. Hays County owns the rights to all data and files in any computer, network, or other information system used in the county. Hays County also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems, Facebook, twitter, etc.) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content.

Employees must be aware that the electronic mail messages sent and received using Hays County's equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by county officials at all times. Hays County has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate county official. No employee will break any copyright laws, download any illegal or unauthorized documents or files. Hays County monitors its entire informational systems and employees may be subject to discipline up to and including termination for any misuse of county informational systems.

Employees should not connect personal computers or equipment to Hays County electronic systems, unless expressly permitted to do so by their supervisor and or the Information Technology Department. Violation of this policy, may result in disciplinary action, up to and including termination of employment.

Every elected official and employee has a responsibility to maintain and enhance Hays County's public image and to use the county e-mail and access to the Internet in a productive manner. Messages or information sent by elected officials or employees are a reflection on Hays County. Each elected official or employee is responsible for the content of all text, audio, or images that they place or send over the county's e-mail and Internet system. Employees are expected to communicate in a professional manner that will reflect positively on them and Hays County. While some users might include personal "disclaimers" in electronic messages, there is still a connection to the county, and the messages might be tied to the county. Users are encouraged to use some constraint in reacting to messages. Do not send emotional responses.

The following guidelines have been established for using e-mail and the Internet:

- **The County e-mail and Internet access may not be used for transmitting, retrieving, or storing any communications or materials that are obscene, sexually explicit or X-rated. Hays County has a zero tolerance policy in such cases. Such improper use of county equipment will result in immediate termination.**
- The County e-mail and Internet access may not be used for transmitting, retrieving, or storing any communications of a discriminatory, or harassing nature. No e-mail messages with derogatory or inflammatory remarks about an individual's race, age, sexual orientation, disability, religion, national origin, physical attributes or sexual preference will be transmitted.
- No abusive, profane, or offensive language is to be transmitted through the county's e-mail system or accessed on the Internet.



- The County e-mail and Internet access may not be used for transmitting, retrieving, or storing any communications that are intended to threaten or instill fear in the recipient.
- Electronic media may not be used for any purpose that is illegal, against county policy, or contrary to the County's best interest.
- Solicitation of non-county business or any use of the county e-mail system or Internet access for personal gain is strictly prohibited.
- No e-mail or other electronic communications may be sent which hides the identity of the sender, represents the sender as someone else, or represents the sender as someone from another company or county. All messages communicated on the county e-mail or Internet system should contain the elected official or employee's name.
- The County Network may not be used to express any views or ideas that are contrary to official policy. All communications must comply with county policy.
- Communications cannot disclose any confidential or proprietary County information.

See Appendix 5 for a complete copy of the Hays County Email Policy.

### **1C108 PROPERTY DAMAGE**

Any damage to a citizen's property or Hays County property in the course of an employee's work must be reported to the supervisor immediately and remain at the scene until released by law enforcement. The supervisor will notify the property owner and the Human Resources Department.

Any vehicle or equipment accident that causes damage to county or personal property will require that the employee be tested for drugs and alcohol by the end of the day of the accident. Failure to comply could result in disciplinary action up to and including termination.

### **1C109 SOCIAL MEDIA**

For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, SnapChat, and MySpace.

Hays County recognizes the importance of social media. Use of social media by employees may become a problem if it interferes with the employee's work, is used to harass supervisors, co-workers, customers or vendors, creates a hostile work environment, or harms the goodwill and reputation of Hays County among the community at large. Hays County encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their best judgment and take the most prudent action possible. If uncertain about the appropriateness of a social media posting, check with the manager or supervisor.

- If posts on social media mention Hays County, make it clear that the views posted do not represent the views of Hays County.
- Do not mention Hays County supervisors, employees, customers or vendors without their express consent.
- Employees are personally responsible for what they write or present on social media. Individuals can be sued by other employees, supervisors, customers or vendors, and any individual that views social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. Employees can be subject to disciplinary action, up to and including termination for what they post on social media platforms, even if the employee did not use a county computer or if the post did not occur during work hours or on county property.
- Employees may not use Hays County computer equipment for non-work related activities without written permission. Social media activities should not interfere with duties at work. Hays County monitors its computers to ensure compliance with this restriction.
- Employees must comply with copyright laws, and cite reference sources accurately.
- Employees are not permitted to link to Hays County's website or post Hays County material on a social media site without written permission from their supervisor.
- All Hays County policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment and code of conduct.
- Any confidential information that employees obtained through a position at Hays County must be kept confidential and should not be discussed through a social media forum.

Violation of this policy may lead to discipline up to and including the immediate termination of employment.

It is the recommendation of Hays County that supervisors do not engage in social media activities with their employees.

See Appendix 6 for a complete copy of the Hays County Social Media policy.

## **D. SAFETY AND HEALTH EMPLOYEE RESPONSIBILITY**

### **1D101 WORKERS' COMPENSATION**

Hays County provides workers' compensation insurance for employees who sustain a job related illness or injury. Workers' Compensation coverage pays for medical bills resulting from a covered injury or illness an employee incurs while carrying out the duties of their job. Hays County provides salary continuation during the 40 hour waiting period. Afterwards, workers' compensation will pay Temporary Income Benefits (TIBs) for time lost from work in excess of 40 hours as the result of eligible work related injuries or illnesses. Employees may not utilize accrued leave during absences for workers' compensation injuries. Additional benefits may be applicable in the event of an eligible serious injury or death.

Employees must immediately seek proper first aid treatment for all on-the-job injuries, including minor injuries. Any employee who suffers a job related illness or injury, no matter how minor, is required to notify their supervisor immediately. The supervisor is responsible for filing an Accident Report with the Human Resources Department immediately upon being notified of the incident. Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments.

Employees injured while at work must submit to a drug and alcohol screening by the end of the day of the accident. This screening is required regardless of whether the employee needs medical treatment or not. Refusal to test may result in disciplinary action up to and including termination.

All workers' compensation time off requires medical certification, therefore, the employee must seek medical treatment immediately. Employees that may have been exposed to communicable diseases or exposure to body fluids must seek medical treatment within 24 hours.

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or non-prescribed drugs or while the employee is engaging in horseplay or intentional injury to oneself.

Any change in the employee's condition must be communicated to the supervisor and the Hays County Human Resources Department. While on workers' compensation leave, the injured employee is responsible for:

- maintaining weekly contact with their supervisor and Hays County Human Resources Department;
- keeping all medical appointments and follow the prescribed treatment;

- not engaging in activities that would aggravate or worsen the condition or delay recovery;
- providing required/requested documentation to their supervisor and Hays County Human Resources Department; and
- complying with “Return to Work” directives once released by physician.

Failure to meet responsibilities could result in loss of benefits and possible disciplinary action up to and including termination.

Before an employee may return to work, the Hays County Human Resources Department must receive a DWC-73 or authorization from the physician that certifies the employee has been released to “Return to Work”. This documentation communicates if the release is with or without restrictions.

If an employee is released to work with restrictions or limitations, the supervisor and Hays County Human Resources Department will make every effort to place the employee in a temporary position with reasonable accommodation. Restricted duty may require the employee to work in a different department and perform different tasks. Restricted duty assignments may not exceed 90 days.

When an employee is assigned to a temporary light duty, they may be paid the rate of pay for the restricted duty position. In this situation, an employee may receive reduced workers’ compensation TIBS.

A bona fide job (work) offer will be tendered to the employee outlining the conditions, extent, and duration of the restricted duty position. An employee who refuses a bona fide offer may forfeit workers’ compensation benefits.

All eligible employees who are placed on Worker’s Compensation leave will fall under the Family Medical Leave Act (FMLA) pursuant to FMLA regulations. Hays County will run FMLA and workers’ compensation concurrently.

Holiday Pay is not granted to employees on workers’ compensation leave. When on workers’ compensation, if absent for 30 calendar days, accruals for sick and vacation leave will be suspended until the employee returns to work.

Timesheets must reflect the hours and days off due to workers’ compensation. Notification of the employee’s return to work must be communicated to their supervisor, Hays County Human Resources Department and Treasurer’s Office by the employee so payroll benefits and accruals may resume.

Hays County will continue to provide medical, dental and life insurance coverage for employees on workers’ compensation leave for a period not to exceed 180 calendar days of absence. Employees on workers’ compensation leave will be responsible for paying all supplemental or dependent coverage by the 5<sup>th</sup> working

day of each pay period to the Treasurer's Office. Failure to do so may cause the coverage to be canceled.

### **1D102 EMPLOYEE SAFETY**

Hays County is committed to providing a safe workplace for our employees.

Each County employee must adhere to the general safety standards established for all employees as well as comply with their departmental safety requirements. Safety procedures may differ at each county department. Supervisors will provide employees with specific information pertaining to their position.

Failure to follow the safety standards set by Hays County or a supervisor subjects an employee to disciplinary action, up to and including termination.

Employees who see unsafe working conditions will either take steps to correct those conditions or report the unsafe conditions to their supervisor.

### **1D103 CONTAGIOUS DISEASES**

In the interest of workplace health and safety, it is highly recommended that employees disclose any health conditions that could be detrimental to the work environment, co-workers, customers, and the public. An employee that has contracted an airborne contagious disease or has a highly contagious medical condition, should consider who they have been in contact with. If an employee feels that they have exposed co-workers or members of the public to such an illness, they should contact the Human Resources Department immediately. HIPAA compliance procedures will be followed and respect for employee personal privacy will be of utmost importance when addressing such concerns.

### **1D104 DRUG AND ALCOHOL- ALL EMPLOYEES**

Hays County is a drug and alcohol free workplace. Hays County employees may not be present at work during a period when the employee's ability to perform his or her duties is impaired by drugs or alcohol. The County believes that a drug and alcohol free workplace will help ensure a healthy, safe, and secure work environment.

While on Hays County premises and while conducting county business-related activities off Hays County premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. An employee may use prescription and over-the-counter drugs in standard dosage or according to a physician's prescription if the use will not impair the employee's ability to do his or her job safely and effectively and does not endanger other individuals in the

workplace. An employee must keep prescription medications used at work in their original container.

If the use of a medication could compromise an employee's ability to do his or her job or the safety of the employee, fellow employees or the public, the employee must report the condition to his or her supervisor at the start of the workday or use appropriate personnel procedures (e.g., call in sick, use leave, or request change of duty).

Supervisors must immediately report to the **Human Resources Director** any action by an employee who demonstrates an unusual behavior pattern.

A supervisor must treat any information related to an employee's authorized use of prescription medications and any other medical information provided by the employee as confidential information.

An employee having problems with drugs or alcohol is encouraged to seek treatment from a qualified professional. Information on benefits available for treatment of alcohol and drug abuse provided by the county's health plan program can be found in the employee's health plan booklet or from the Human Resources Office.

Any employee who violates this policy will be subject to disciplinary measures up to and including termination.

To help ensure a safe and healthy work environment, job applicants and current employees may be asked to submit to a drug and/or alcohol test. Refusal to submit to drug testing or the failure of a drug test may result in not being hired, or disciplinary action, up to and including termination of employment.

Failure to comply with these provisions or any of the Drug Free Workplace Act's other requirements can result in serious consequences. If an employee is convicted of a drug crime that occurred in the workplace, Hays County must take certain actions against the employee and notify the contracting or granting government agency. If a contractor violates the above-stated requirements, their contract may be suspended or terminated.

### **1D105 DRUG AND ALCOHOL- CDL EMPLOYEES**

Hays County prohibits CDL employees from being under the influence of or using illegal drugs or alcohol during working hours.

The Federal Highway Administration (FHWA) has issued regulations, which require the county to implement a controlled substance testing program. All CDL drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with Hays County.

Specifically, it is the policy of Hays County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) or alcohol by any CDL driver while on county premises, engaged in county business, while operating county equipment, or while under the authority of the county is strictly prohibited. Mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement. Hays County will conduct pre-employment, random, reasonable suspicion and post-accident drug testing in accordance with federal law.

A separate Hays County DOT CDL policy and The Effects of Alcohol and Controlled Substance is provided to all CDL licensed employees for their signed acknowledgement and receipt.



# **SECTION 2: EMPLOYEE COMPENSATION AND BENEFITS**

## **A. EMPLOYEE PAYROLL**

### **2A101 FAIR LABOR STANDARDS ACT SAFE HARBOR**

Hays County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes happen and are called to the County Treasurer's attention, Hays County will promptly make any corrections necessary. Employees should review their pay stub once they receive it to ensure accuracy. If a mistake has occurred or if there are any questions, employees must contact the Hays County Treasurer's Office immediately. If overpaid or underpaid, the county will make the necessary corrections at the next payroll or in a reasonable time period.

Employees who are in non-exempt positions must maintain an accurate record of the total hours worked each day. It is the responsibility of each employee to verify that their timesheets are correct. Timesheets must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Timesheets must not be signed or submitted unless they are accurate. When employees receive each pay check, they should verify immediately that they were paid correctly.

Non-exempt employees, unless approved by the supervisor, must not work any hours that are not authorized. Employees should not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless authorized to do so. Time worked is to be recorded on the employee's timesheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work performed but not reported on the employee's timesheet. Any employee who fails to report or inaccurately reports hours worked will be subject to disciplinary action, up to and including termination. If anyone directs an employee to work without documenting time worked, the County Treasurer or the Human Resources Director must be notified.

It is a violation of Hays County policy for any employee to falsify a timesheet, or to alter another employee's timesheet. It is also a violation of Hays County policy for any employee, supervisor or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's timesheet to under- or over-report hours worked. If anyone instructs someone to incorrectly or falsely under- or over-report hours worked, or alter another employee's time records to inaccurately or falsely report that employee's hours worked, it should be immediately reported to the Hays County Treasurer or the Human Resources Director.

Employees in an exempt position will receive a salary which is intended to compensate them for all hours worked for the County. This salary will be established at the time of hire. While it may be subject to review and modification from time to time, the salary will be a pre-determined amount for each pay period.

Salary is not a designation of exempt or nonexempt status. Both exempt and nonexempt employees may be paid a salary. The salary for both exempt and nonexempt employees may be reduced for leave bank shortfalls. Department heads will determine schedules for all employees. All time worked is to be recorded on a timesheet. Timesheets will be kept for all employees. Nonexempt employees are required to record all hours worked. Department heads may determine if exempt employees record their time by the hour. At a minimum, exempt employees must record their time at least by the day. Elected Official/Department Head discretion, exempt employees may be required to record all hours worked without affecting their exempt status. Exempt employees will only have their salaries reduced for leave bank shortfalls of one full working day or more.

For questions about pay, employees should immediately contact their supervisor or the Treasurer's Office. For any concerns about improper deductions or pay that does not accurately reflect hours worked, immediately report the matter to the Hays County Treasurer's Office.

## **2A102 INTERNAL REVENUE SERVICE (IRS) FRINGE BENEFITS**

Hays County will comply with the IRS regulations regarding fringe benefits such as county uniforms, county vehicle usage and day-trip meals. Employees may be responsible for paying payroll taxes on such fringe benefits.

## **2A103 COMPENSATION**

Pay for county elected officials and employees are set each year by the Commissioners Court through the adoption of the county budget. Commissioners Court also establishes rules governing salary administration and pay classification.

The county maintains a classification plan that applies to all employees except elected officials. The classification plan assigns each position to a pay grade based on similarities among positions, duties, and market values. All positions in a grade require comparable knowledge, skills and abilities and have equivalent levels of responsibility. The job description of each position determines the grade of a position. Each grade has a minimum and a maximum salary. Employees may not exceed the maximum pay specified for their grade.

New and re-hired employees are hired at the minimum salary of the pay grade to which the position is assigned. Elected officials and department heads may request a salary exception for **new and re-hired applicants** up to the 25<sup>th</sup> percentile for review and approval from Human Resources and the Auditor's office for positions in grades **113** and above. If the request is denied by Human Resources, the elected official or department head may request Commissioners Court approval. A new employee may not be hired above minimum without Commissioners Court approval for positions in grades **112** and below.

Hays County complies with the Fair Labor Standards Acts as outlined in the Fair Labor Standards Safe Harbor policy.

Law Enforcement personnel including Sheriff's Office non-civilian positions, Juvenile Supervision Officers and Lieutenants, and Deputy Constables are treated in accordance with the 207(k) exemption under the Fair Labor Standards Act. See the current Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association for additional information regarding members of the current bargaining unit.

Hays County does not provide any pay advances on unearned wages to employees. State law prohibits issuing a paycheck to a county employee if the employee is indebted to the county or to the state.

### **2A104 LONGEVITY PAY**

Longevity pay is paid to recognize employees for long-term employment with Hays County. Longevity pay is granted to employees with more than 4 years of full time service with Hays County. It is based on the employee's initial full time employment date and paid out once a year. Rehires are eligible to use past service in full year increments to calculate longevity pay. Longevity pay will be adjusted when out on worker's compensation or in leave without pay status.

### **2A105 PAYROLL DEDUCTIONS**

Deductions will be made from each employee's paycheck for federal withholding, social security, Medicare, and any other deductions required by law.

Employees eligible for membership in the Texas County and District Retirement System will have their contributions to that system deducted from each paycheck. Any county authorized deduction approved by the employee will also be deducted from the employee's paycheck. No optional deduction will be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Treasurer's Office.

### **2A106 WORK SCHEDULES**

Each department head will determine the exact working schedules for their employees. In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule, or they may be subject to call back in case of emergency or special need.

## **2A107 ON-CALL TIME**

Due to the nature of some positions, some employees will be asked to be on-call. Employees will be told upon accepting the position that they must be on-call periodically. Employees will only be paid for on-call time when they are physically performing the duties of their position. Any hours spent on-call while not physically performing the duties of their position will be unpaid.

Hays County employees are rotated through an on-call schedule so that they are not on-call every day. When an employee is on-call, it is their responsibility to be available and able to handle work issues relating to their duties. It is the employee's responsibility to notify their supervisor and try to find someone else to be on call if they cannot meet the responsibility of a scheduled on call. Employees are allowed to conduct personal activities while on-call as long as they are available to respond to the requirements of the necessity to perform work. Employees failing to respond within the required response time or fulfill their duties while on-call are subject to disciplinary action up to and including termination.

## **2A108 WORK WEEKS AND WORK PERIODS**

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the work week for Hays County will begin at 12:01 a.m. on each Sunday and end seven (7) consecutive days later. Non-exempt employees will earn compensatory time at the rate of 1 ½ hours per hour worked over 40 hours in the same work week. Departments that have a budget and positions authorized by Commissioners Court for overtime pay, may choose to pay the overtime at the rate of 1 ½.

The Sheriff's Law Enforcement employees and the Deputy Constables who fall under the FLSA 207(k) exemption will follow the current Hays County Collective Bargaining Agreement.

The Juvenile Supervision Officers and Lieutenants who fall under the FLSA 207(k) exemption will have a work period of 14 days. These non-exempt employees will earn compensatory time or be paid at the rate of 1 ½ for hours worked over 80 in the 14 day cycle.

## **2A109 PAY PERIODS**

Employees have the option to be paid monthly or semi-monthly. The first pay period is the 1<sup>st</sup> of the month through the 15<sup>th</sup>. The following pay period is from the 16<sup>th</sup> of the month through the last day of the month. Employees choosing to be paid semimonthly will be paid on the 15<sup>th</sup> and the last working day of the month. Employees choosing to be paid monthly, will be paid at the end of the month. If a payday falls on a holiday or a weekend, paychecks will be issued on the last workday immediately preceding the holiday or weekend.

Full-time employees' paychecks will include wages earned for work performed through the pay period. Part-time hourly employees will get paid the following pay period. Example: part-time employee works the 1<sup>st</sup> – 15<sup>th</sup>, they will get paid for those hours at the end of the month. Example: part-time employee works the 16<sup>th</sup> – 31<sup>st</sup>, they will get paid on the 15<sup>th</sup> of the following month.

Hays County does not provide any pay advances on unearned wages to employees.

Each employee will report to work unless prior approval for absence is given by the supervisor. If the employee is unable to report for work because of circumstances beyond their control, the employee must contact the supervisor as soon as reasonably practical.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times as well as variations in the total hours that may be scheduled each day of the week. All Hays County employees are expected to report punctually for duty at the beginning of each assigned shift and work the full schedule established.

If an employee is unable to be at work at their normal reporting time, they will follow the established department procedures for notifying their supervisor prior to the scheduled start of their shift or as soon as it is reasonably practicable in the case of an emergency.

Each employee will remain on the job until the normal ending time established by the supervisor unless permission to leave early is given by the supervisor.

Each supervisor is responsible for determining if an unscheduled absence or tardiness is to be classified as excused or unexcused, based on the circumstances causing the absence or tardiness.

Frequent unexcused absences or tardiness, as determined by an immediate supervisor, may make an employee subject to disciplinary measures, up to and including termination of employment.

An employee who does not report for work for three (3) consecutive scheduled work days, and who fails to notify his or her supervisor, will be considered to have resigned their position by abandonment.

## **2A110 BREAKS**

Employee breaks are determined by each department head. Unused break time cannot be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers. However if paid breaks are provided for employees, nursing mothers must be given the same amount of paid break time.

The Texas Right to Express Breast Milk in the Workplace Act and the Patient Protection and Affordable Care Act amended the Fair Labor Standards Act to require reasonable breaks for nursing mothers to express breast milk during the first year following the birth of a child. Hays County supports the practice of expressing breast milk.

Hays County will provide reasonable paid or unpaid breaks for nursing mothers to express breast milk. The nursing mother will be allowed whatever time is needed to express breast milk.

The mother will be given a private location, other than a bathroom, for the expression of breast milk. The location will be shielded from view and free from intrusion and appropriate for expressing breast milk. The specific location will be determined on a case by case basis.

Hays County does not allow any discrimination or retaliation against nursing mothers for asking for this break.

## **2A111 TIMESHEETS**

The Hays County Commissioners Court has established Novatime as the official timekeeping system for Hays County. For the offices that do not have access, a paper timesheet will be completed. Each employee must submit their timesheet to their supervisor for approval. Failure to complete a timesheet may result in an employee only receiving minimum wage payment until the proper timesheet has been completed and turned in to the Treasurer's Office.

Federal and state laws require employees to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Each department head will submit a timesheet for each employee by the designated deadline every month to the County Treasurer which is to be used in calculating the employee's pay. Employees are to round their hours to the quarter hour. The seven-minute rule should apply when recording time. Anything prior to and including the seventh minute rounds back to the nearest quarter hour and anything beyond the seventh minute rounds forward to the nearest quarter hour.

If a timesheet is incorrect, an amended timesheet must be submitted to reflect the day that was changed. Amendments must be submitted within 60 days.

All corrections will be made on the next regularly scheduled payroll. The timesheet prepared by the employee will show an accurate record of all time worked and leave taken, whether paid or unpaid, for the pay period. Timesheets are governmental documents and as such require accurate and truthful information. Falsifying a timesheet, a governmental record, is a criminal offense.

## **2A112 COMPENSATORY AND OVERTIME**

For the purposes of this policy, compensatory and overtime are used interchangeably.

When operating needs or other requirements cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime accrual is calculated for all nonexempt employees in accordance with federal and state wage and hour restrictions. Compensatory time is based upon actual hours worked. For the purposes of overtime accrual, only actual hours worked in excess of forty (40) during a workweek will be counted. Time off on sick leave, vacation leave, holiday or any leave of absence will not be considered hours worked for the purposes of performing overtime calculations. Additional hours worked on weeks that include leave taken or holidays may qualify for straight compensatory time. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action up to and including termination of employment.

Non-exempt employees may be compensated for overtime in the ways listed below. The list is in Hays County's order of preference.

- equal time off within the same official workweek;
- compensatory time off at one and one-half times the number of hours worked;
- paid overtime for positions authorized by Commissioners Court may be made at any time when overtime is budgeted in department budgets and have department head approval; or
- paid overtime if specifically authorized by order of the Commissioners Court and approved by the department head.

If the employee is out of compliance on compensatory time, the supervisor must identify a deliberate course of action to reduce the accrued hours in a reasonable amount of time. It is the elected official's/department head's responsibility to monitor the plan and comply with following the overtime policy.



Employees are encouraged to use compensatory time within 12 months after it was accrued.

**Compensatory time off must be in compliance before employees can use accrued vacation.**

The maximum amount of unused compensatory time an employee will be allowed to have at any one time is 60 hours for regular employees and 120 hours for the Juvenile Supervision Officers and Lieutenants. Refer to the Collective Bargaining Agreement for overtime as it relates to positions covered by the agreement.

Employees will be allowed to use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Compensatory time may be used for any purpose desired by the employee with supervisor approval. Hays County will have the right to require employees to use earned compensatory time at the convenience of the county.

If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, they will be paid for unused compensatory time in accordance with the requirements of the FLSA.

Hays County will retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate. Hays County will retain the right to pay all or part of the overtime worked in any workweek. Hays County reserves the right to pay out compensatory time balances to an employee receiving a promotion, demotion, FLSA status change, or transferring departments at the rate prior to a change in pay rate.

Each employee will be responsible for recording any compensatory time used within a pay period on the timesheet for that pay period.

## **2A113 DEMOTIONS**

Demotions are the movement of an employee from one position to another in a lower pay grade with a decreased responsibility or complexity of job duties. Elected officials, appointed officials or department heads may choose to demote or reassign any employees who are unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary will be adjusted downward. A voluntary demotion will be a salary reduction of at least 3% yet should not exceed the maximum of the lower grade. The salary after demotion will be determined by the elected official or department head. A disciplinary demotion will be a salary reduction of at least 6% unless the reduced salary will be over the maximum for the grade. In this case, the employee's salary will be the maximum of the new grade. Employees cannot be paid over the maximum for their grade.

## **2A114 TRANSFERS**

Transfers are the lateral movement of an employee from one position to another in the same grade with the same responsibility or complexity of job duties with no change in salary. Employees cannot be paid over the maximum for their grade.

## **2A115 COLLECTIVE BARGAINING TO CIVILIAN POSITION**

Employees that move from a position in the Collective Bargaining Agreement to an Open Range position will receive the salary in the new grade range at the same percentile in range as their salary in the CBA position. For disciplinary demotions from a position in the Collective Bargaining Agreement to an Open Range position a salary reduction of at least 6% less than the same percentile in the Open Range will be implemented.

## **2A116 PROMOTIONS**

Promotions are the movement of an employee from one position to another in a higher pay grade with an increased responsibility or complexity of job duties. When an employee is selected for a promotion, they will be given the minimum salary of the grade for the new position. In some cases, the minimum salary of the new position would be less compensation than a 6% increase. In these instances, the employee will be placed in the new grade with a salary that is 6% above their current salary. Employees cannot be paid over the maximum for their grade.

## **2A117 SEPARATIONS**

Both Hays County and the employee have the right to terminate employment at will, with or without reason or notice, at any time. A separation will be defined as any situation in which the employer-employee relationship between the County and a County employee ends. All separations from Hays County will be designated as one of the following types:

- resignation;
- retirement;
- dismissal;
- reduction in force;
- death; or
- separation by neutral termination.

It is the responsibility of the employee and department head to notify the Human Resources Department and the Treasurer's Office of a separation as soon as possible. An employee's separation date is considered the last day the employee physically works. An employee's separation date may not be extended due to accrued leave or other benefits without prior approval of that employee's supervisor, department head, and/or supervising elected official. All accrued benefits that are eligible for payment will be paid to the employee at the next scheduled payday after separation. Before an employee's departure, they should schedule an exit interview with the Human Resources Department to discuss the reasons for termination and the effect on benefits. Some benefits may be continued at the employee's expense.

A resignation will be classified as any situation in which an employee voluntarily leaves employment with Hays County and the separation does not fall into one of the other categories. Employees who are resigning must submit a written notice of resignation to their supervisor.

A retirement will be any situation in which an employee meets the requirements to collect a monthly annuity benefit under the County's retirement program and voluntarily elects to leave employment with the County to do so. An employee who is retiring should notify their supervisor of that intent at least 30 days prior to the actual retirement date to help prevent delays in starting the payment of retirement benefits.

A dismissal will be any involuntary separation of employment that does not fall into one of the other categories of separation. Hays County is an "at will" employer and a supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice.

An employee will be separated from employment because of a reduction in force when their position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.

A separation by death will occur when an individual dies while currently employed by the County. If an employee dies while still employed by the County, their designated beneficiary or estate will receive all earned pay and payable benefits.

Hays County has the following neutral absence termination policy. With the exception of leaves of absence for military duty, no leave of absence by itself or in combination with other periods of leave, may last longer than six months. Any employee who for any reason or combination of reasons misses a total of six months of work in a twelve-month period will be separated from employment due to unavailability for work, subject to any reasonable accommodation duties the county may have under the ADA or similar law. Hays County uses a rolling 12 month period measured backwards.

Terminating employees that withdraw their TCDRS funds by a refund or rollover due to a bona fide separation of employment are not eligible for rehire for at least 6 weeks after their termination date.

## **2A118 RETIREE REHIRES**

Retired employees will be eligible to apply for open positions with Hays County as long as ALL of the following provisions are met:

- the retiree has been retired for at least 6 calendar months;
- no prior arrangement or agreement was made between Hays County and the retiree for re-employment; and
- strict adherence to normal leaving employment procedures were followed at the time of the employee's retirement.

The retiree must have a bona fide separation of employment and have been retired for a minimum of 6 calendar months. A bona fide separation means there is no prior agreement or understanding between Hays County and the retiree that the retiree would be rehired after retirement. According to Rule 107.4 adopted by the TCDRS Board of Trustees, restrictions apply to elected officials, people employed for the same or different position in the same or different department, employee status changes, and independent contractors.

Elected officials who have retired from the county and are receiving a monthly annuity cannot draw their retirement if they have an arrangement to return to work for the county. Employees also cannot retire with an agreement to go work in a different department or different position. Also, an employee cannot retire from the county with an arrangement to begin work as an independent contractor for the county.

Rehired retirees who did not have a bona fide separation of employment may owe a 10 percent excise tax and be required to repay all of their monthly retirement payments. Abusing the retirement provisions in such a manner would violate a qualification requirement for retirement plans under Section 401(a) of the Internal Revenue Code, potentially resulting in significant tax consequences for Hays County, its participating members and all previously retired employees.

Any retiree who meets all other TCDRS requirements, who is rehired consistent with this policy, must establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections.

## B. EMPLOYEE BENEFITS

### 2B101 MEDICAL, DENTAL, LIFE AND SUPPLEMENTAL BENEFITS

All regular employees of Hays County that work 30 hours or more per week will be eligible to enroll in the group medical plan, dental plan and basic term life insurance. Insurance coverage is effective on the first of the month following a 55 day enrollment period. All new employees will be provided with material and information on insurance plans offered within 3 days of employment.

Each new full-time employee is required to attend a benefits enrollment session where they will meet with various insurance representatives and make insurance enrollment selections. The county benefits representative will schedule each new employee to attend the required benefit enrollment session.

Details of coverage for all plans are available in the Hays County Human Resources Department and on the Hays County Employee Intranet.

During budget deliberations each fiscal year, the Hays County Commissioners Court may authorize county contributions towards a portion of these benefits. If the employee desires further benefits beyond what Hays County contributes, deductions will be taken from the employee's paycheck to cover additional expenses.

Employees will be responsible for paying the Hays County premium portion of their medical, dental and life insurances for the time period of leave without pay as defined in section 2B106 on Leave without Pay.

Hays County provides a limited amount of life insurance on eligible employees as part of the group plan coverage. Additional life insurance coverage is offered at the employee's expense. Other voluntary insurances are also offered at the employee's expense. Deductions for supplemental and dependent coverage will be made through payroll deduction from the employee's paycheck.

Employees and their eligible dependents (legal spouse, child or spouse's child under the age of 26, or an unmarried child age 26 or over, that is or becomes disabled) must enroll in all insurance plans of their choosing within 30 days of their effective date. If the employee denies benefits for themselves or dependents at initial employment, they will not be able to sign up for insurance until the next open enrollment.

However, if an employee experiences a qualifying event per 26CFR Part 1 that triggers a special enrollment, they must contact the Hays County Human Resources Department, provide appropriate backup, and complete the benefits form **within 30 days of the qualifying event**.

A qualifying event is an event or change in status which allows an individual to make changes to their level of coverage outside the open enrollment period. Changes due to qualifying events must be consistent with the change in status.

The following are examples of some qualifying events that may entitle you to a special enrollment right:

- change in legal marital status – marriage, divorce or death of a spouse;
- change in number of dependents – birth, death, adoption or placement for adoption or legal guardianship by court order of a child;
- change in the employment status of the employee (or a spouse or dependent of the employee);
- a dependent satisfying or ceasing to satisfy dependent eligibility requirements; or
- change in residence for the employee, spouse or dependent as defined by the coverage document.

An employee or dependent must request special enrollment within **60 days** for the following:

- loss of coverage under a state CHIP or Medicaid program; or
- entitlement to Medicare or Medicaid.

## **2B102 SECTION 125 CAFETERIA PLAN**

Hays County employees that are eligible for insurance will have the opportunity to participate in the Section 125 Cafeteria Plan at the time of enrollment. IRS 26 U.S. Code § 125 Cafeteria Plans allows employees to convert a taxable cash benefit (salary) into non-taxable benefits. Under Section 125 Cafeteria Plan, an employee may choose to pay for qualified benefit premiums before any taxes are deducted from the employee's paycheck. If participating in the Section 125 Cafeteria Plan, any changes outside of open enrollment must be the result of a qualifying event. Changes must be made **within 30 days of the qualifying event**. Changes due to qualifying events must be consistent with the change in status.

Employees not participating in the Section 125 Cafeteria Plan may drop coverages throughout the year and do not have to have a qualifying event. However, once coverage is dropped, coverage cannot be added back until the next open enrollment.

## **2B103 BENEFITS CONTINUATION (COBRA)**

COBRA notifications will be provided to all employees within 30 days of their hire date. Employees who leave the employment of Hays County or who lose their coverage eligibility may be eligible for an extension of the medical and/or dental plan they are enrolled at the time of separation for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA). All eligible employees and qualified dependents will also be provided with COBRA information following their termination.

COBRA requires that employees and qualified beneficiaries and dependents have the opportunity to continue health and dental insurance coverage under the Hays County group health and dental plans when a “qualifying” event would normally result in the loss of coverage. Qualifying events include death, divorce, and loss of employment, dependent child no longer meeting eligibility requirements, reduction in employee’s hours or leave of absence.

COBRA notification and direct billing is handled by the county’s group healthcare provider. COBRA payments are to be sent directly to the insurance company by the former employee. If COBRA is elected, qualified beneficiaries will pay the premium paid by both the employee and the county portion plus an additional 2% for administrative costs. If a qualified former employee, beneficiary, or dependent fails to make a COBRA payment before the end of the initial 45 day period or by the 30 day grace period for each payment period, the plan will terminate the COBRA rights and coverage.

Information on extension of benefits under COBRA is available in the Hays County Human Resources Department.

## **2B104 VACATION LEAVE**

Vacation time off with pay is available to non-temporary employees working 20 hours or more per week. The amount of paid vacation time employees receive each month increases with the length of their employment as follows:

### ***Vacation Accrual for Employees Working 40 Hours per Week or more*** **YEARS OF SERVICE HOURS EARNED MONTHLY**

First year of employment	4.00 hours
1 year to 4 years	7.00 hours
5 years to 9 years	8.00 hours
10 years to 14 years	10.00 hours
15 years or more	12.00 hours

### ***Vacation Accrual for Employees Working 30-39 Hours per Week***

## **YEARS OF SERVICE HOURS EARNED MONTHLY**

First year of employment	3.00 hours
1 year to 4 years	5.25 hours
5 years to 9 years	6.00 hours
10 years to 14 years	7.50 hours
15 years or more	9.00 hours

### ***Vacation Accrual for Employees Working 20-29 Hours per Week***

## **YEARS OF SERVICE HOURS EARNED MONTHLY**

First year of employment	2.00 hours
1 year to 4 years	3.50 hours
5 years to 9 years	4.00 hours
10 years to 14 years	5.00 hours
15 years or more	6.00 hours

An employee hired on the first working day of the month will earn a full month's accrual. An employee hired after the first working day of the month will not earn a month's accrual until the following month. Vacation leave accruals will be applied on the first of every month.

Before vacation time can be used, a waiting time of 180 calendar days must be completed. After 180 days of employment, employees can request to use time accrued during the 180 days. Years of service are based on the employee's anniversary date. Service for an employee that works less than 20 hours per week does not count towards years of service for vacation accrual purposes. Service for an employee that is classified as temporary or seasonal does not count towards years of service for vacation accrual. Once an employee enters an eligible employment classification, they begin to earn paid vacation time according to the schedule. A break in continuous service with the county forfeits any vacation accrual benefits. Rehired employees will earn leave as if they were a new hire. Vacation will not be accrued while an employee is on leave without pay for 30 days or more. Accrual of vacation will begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 180 days in such a position before being eligible to take any vacation.

At the end of each fiscal year (September 30), employees may carry any unused vacation time forward as long as it does not exceed 240 hours for full-time employees, 180 hours for three-quarter-time and 120 hours for half-time employees. Employees may accrue hours above this ceiling throughout the fiscal year but will only be allowed to carry the maximum amount into the new fiscal year. Any hours above the ceiling will be reduced as of October 1 and will not be available for the employee to use.



Upon termination of employment, employees will be paid at the current rate of pay for unused vacation time that has been earned through the last day of work. An employee terminating on or before the 15th of the month will earn ½ of a month's accrual. An employee terminating after the 15th of the month will earn a full month's accrual. Employees who leave employment for any reason during the first 180 days of employment will not be paid for any vacation time. The maximum amount an employee will be paid upon termination is 240 hours for full-time, 180 hours for three-quarter-time and 120 hours for half-time employees.

Scheduling of vacations will be at the discretion of the individual department heads. Not all requests will be approved. Requests will be reviewed based on a number of factors, including county needs and staffing requirements.

When an illness or physical incapacity occurs during the time an employee is on vacation leave, accrued sick leave may be granted to cover the period of illness or the incapacity. The employee's sick leave balance will be reduced by the number of applicable hours and the hours will be added back to vacation time if previously deducted.

Employees will only be able to use vacation which has already been accrued and will not be allowed to borrow vacation against possible future accruals. Employees will not be allowed to receive pay for vacation in lieu of taking time off.

Each employee will be responsible for accurately recording all vacation time used on their timesheet. Paid time off for vacation will not be counted as hours worked for the purposes of determining overtime.

Employees earning vacation leave for more than 6 months that transfer to a position that does not earn leave such as an elected, appointed or part-time position will be paid for their vacation leave balance up to 240 hours at the rate prior to the transfer.

Compensatory time must be in compliance with the Hays County policy before employees can use accrued vacation.

## **2B105 SICK LEAVE**

All non-temporary employees working over 20 hours per week are eligible for sick leave.

Eligible employees will accrue sick leave benefits at the rates shown below:

- employees working 40 hours per week or more will earn 8 sick hours per month;
- employees working 30-39 hours per week will earn 6 sick hours per month;  
or

- employees working 20-29 hours per week will earn 4 sick hours per month.

An employee hired on the first working day of the month will earn a full month's accrual. An employee hired after the first working day of the month will not earn a month's accrual until the following month. Sick leave accruals will be applied on the first of every month.

Sick leave may be used for the following purposes:

- for illness or injury of the employee;
- for appointments with physicians, optometrists, dentists, and other qualified medical professionals; or
- to attend to the illness or injury of a member of the employee's immediate family who resides in the employee's household.

For purposes of this policy, immediate family will be defined as spouse, child, parent, sibling, grandparent, grandchild or spouse' child, parent, sibling, grandparent, grandchild, or a son-in-law or daughter-in-law, living in the employee's home who is dependent on the employee for care.

When sick leave is to be used for medical appointments, an employee will be required to notify their supervisor of the intent to use sick leave as soon as the employee knows of the appointment. Employees are expected to return to work when the scheduled appointment is over. When use of sick leave is not known in advance, an employee will notify their supervisor of the intent to use sick leave within the established department procedures for notifying their supervisor prior to the scheduled start of their shift or as reasonably practicable in the case of an emergency. If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify their supervisor of the anticipated length of absence. Unless otherwise approved by the supervisor, employees must call in on each day of absence. Where the nature of the absence necessitates, the supervisor may approve longer reporting intervals for extended periods of time off. If an employee uses three or more consecutive days of sick leave, it is required that an employee submit a physician's statement or some other acceptable documentation of injury or illness, for either the employee's own illness or the illness of an immediate family member. Employees may be required to provide a physician's statement for absences less than 3 days as required by their supervisor.

Sick leave covers a reasonable time for travel to and from doctor's appointments. The employee must receive pre-approval for the use of vacation and/or compensatory time for the balance of the absence beginning with the ending time of the appointment.

When an illness or physical incapacity occurs during the time an employee is on vacation leave, accrued sick leave may be granted to cover the period of illness or the incapacity. The employee's sick leave balance will be reduced by the number of applicable hours and the hours will be added back to vacation time if previously deducted.

Employees will not be allowed to borrow sick leave against future accruals.

There is no maximum amount of sick that can be carried forward into future fiscal years.

Upon voluntary retirement (not discharged), drawing an annuity with TCDRS, with at least 20 years of continuous service with Hays County, eligible employees will be paid at the **county's lowest hourly rate at the time of retirement** up to 480 hours of accrued sick leave for regular full-time employees, 360 hours for  $\frac{3}{4}$  regular employees, and 240 hours for part-time employees. This amount will not exceed a gross of \$6,000.00. Sick leave in excess of these amounts will not be paid to employees under any other circumstances.

Each employee will be responsible for accurately recording all sick time used on their timesheet. Paid time off for sick will not be counted as hours worked for the purposes of determining overtime.

Sick leave may not be used as vacation or any other reason not addressed in this policy.

## **2B106 LEAVE WITHOUT PAY**

Leave without pay when absent from work requires prior supervisory approval.

Not all requests will be approved. Requests will be reviewed based on a number of factors, including county needs and staffing requirements. Leave without pay will not be counted as hours worked for the purposes of determining overtime.

Employees must show all leave without pay taken on their timesheet as leave without pay.

Employees **must** extinguish all accrued vacation and compensation time before using leave without pay. Sick leave must also be exhausted if the reason for the absence is eligible for the use of sick leave.

Employees on leave without pay receive no compensation for the hours not worked while on leave without pay.

Employees on leave without pay for one month or more receive no benefits or accruals of leave. Employee's insurance coverages can only be continued if the employee pays their premiums by the 5th working day of every month to the Treasurer's Office. These premiums, based on certain circumstances, may include

the county's portion. Hays County will continue to pay the employer portion of the medical, dental, and life insurance premiums for the employee while on FMLA.

An employee on leave without pay must contact his or her supervisor at the beginning of every work week. Failure to contact the supervisor as required is grounds for disciplinary action up to and including termination.

When an employee is out on leave without pay for circumstances other than FMLA or military leave, the position and shift that they are assigned is not guaranteed when they return. When the employee returns to work, the employee will return to the same position and shift if it is available. If it is no longer available, the employee may request a similar available position for which they are qualified.

If the employee fails to report to work promptly at the expiration of the approved leave period and the employee has not communicated with their supervisor regarding their return to work, Hays County will assume that the employee has abandoned their employment.

When an employee is on leave without pay, they will be charged an hourly rate for each hour of leave without pay for their Hays County medical, dental and life insurance premiums. This hourly rate is calculated based on the total annual premium divided by 2,080 (the total number of annual full-time hours worked). This amount will be deducted from the employee's pay during the pay period of leave without pay.

This does not affect the following employees:

- employees who have not been employed or earning accruals for one year;
- employees on disciplinary leave without pay;
- employees on FMLA;
- employees on sick leave pool;
- employees on workers' compensation;
  
- employees absent due to the death of an immediate family member as defined in Bereavement Leave;
- employees on military leave; or
- weather related absences where there is no alternate work available.

## **2B107 SICK LEAVE POOL**

Hays County operates a sick leave pool for non-temporary employees working over 20 hours per week who have a catastrophic injury or illness. A catastrophic injury or illness is defined as a severe condition or combination of conditions that is life-threatening, affecting the mental or physical health of the employee requiring the services of a licensed practitioner for a prolonged period of time and forces the employee to exhaust all leave time earned by the employee and therefore to lose compensation.

Persons qualifying for sick pool may also qualify for FMLA leave. FMLA leave and sick pool will run concurrently if eligible for both.

Employees are encouraged to voluntarily contribute to the pool to assist other Hays County employees in their time of need. Employees may contribute 8 to 40 hours each fiscal year. Terminating employees may donate up to 80 hours of their accrued sick leave at termination. Employees cannot stipulate who receives the contribution, nor can they receive contributed sick leave back unless they are eligible to use it.

To qualify for sick leave pool, the employee must have been employed on a non-temporary part-time basis for at least 12 consecutive months prior to the request and the absence from work must exceed 4 weeks. Employees with a catastrophic illness or injury are not required to have contributed to the pool before they can use the pool, nor are they required to pay back the pool.

Once an employee realizes the need for additional sick leave, they will submit a request form along with medical certification to the Hays County Treasurer. The Treasurer will consult with the Sick Leave Pool Committee which consists of the County Auditor, County Treasurer, County Judge and Human Resources Director. Sick leave pool usage will be on a first come first serve basis. The Sick Leave Pool committee will normally review requests within 5 days and recommend the amount of leave to the County Judge for final approval. The amount of leave given and taken is not to exceed the lesser of one-third of the total time in the pool or 1440 hours. Employees may request to use the pool once per fiscal year, per catastrophic illness, unless they did not use the total amount granted to them on their first request.

Once the committee has approved sick leave pool, to use sick pool hours the employee must exhaust all of their own leave before they may use sick leave pool time allocated to them. Sick leave pool hours granted will begin after 4 weeks of absence or after the employee has extinguished all accrued leave, whichever is greater. Employees using sick leave pool continue to accrue vacation and sick leave at their regular rate while they are out but are expected to exhaust it as it is needed. Employees must show all leave taken for sick leave pool on their timesheet as sick leave pool.

## **2B108 HOLIDAY**

All non-temporary employees working over 20 hours or more per week are eligible for holiday pay.

Hays County holidays will be determined by the Hays County Commissioners Court annually.

- employees working 40 hours per week or more will get 8 hours per holiday;
- employees working 30-39 hours per week will get 6 hours per holiday; or
- employees working 20-29 hours per week will get 4 hours per holiday.

If a designated holiday falls on an eligible employee's day off, the employee will be allowed to take the amount of hours as described above on another day with pay as coordinated with their supervisor. These hours will be banked as compensatory time until the employee is able to take time off.

If an eligible employee is called into work on a holiday because of an emergency, or other special need of the county, they will be given paid time off equivalent to the amount of time worked on the holiday. These hours will be banked as compensatory time until the employee is able to take time off.

An employee who is absent without approved leave on the workday immediately preceding or following a holiday will receive leave without pay for the holiday and the additional day off.

Special consideration will be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Hays County. Each supervisor is responsible for granting this leave based on the needs of their individual departments. Vacation and/or compensatory time may be used for special leave granted. If the employee does not have accrued leave they may use the leave without pay option.

## **2B109 CLOSINGS AND EMERGENCIES**

As a general practice, Hays County does not close its operations unless the health, safety, and security of county employees are at risk. When this happens, either because of severe weather conditions or other emergencies, the County Judge is responsible for initiating and authorizing the closing.

Public announcements regarding county office closings will be sent out to area television stations and information will be posted on the Hays County website, Facebook, Twitter and Hays Informed ([www.haysinformed.com](http://www.haysinformed.com)). The employee

information line is (512) 878-6600. Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing. The County Judge's official closure will determine how many hours the non-essential employees will be paid for the closure depending on their normal scheduled hours.

Offices that must provide public safety and public services may be required to stay open. Some county employees will be required to work during emergency closings. Compensation or accrued time may be provided to employees that are required to work during emergency closings when they would otherwise not be required to work. Each department head is responsible for designating their essential employees and providing information to them during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

If an employee takes off due to an emergency when the County Judge has not officially closed the facility, the employee will be expected to use accrued vacation or compensatory leave or leave without pay if they do not have vacation or compensatory leave available. Time off for an emergency is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation. Paid time off for an emergency will not be counted as hours worked for the purposes of determining overtime. Employees must show all leave taken for emergencies on their timesheet as emergency leave.

Emergency leave is not accrued leave and no additional compensation or benefit will be given if an employee does not use emergency leave during an official closure.

## **2B110 JURY DUTY**

All employees of Hays County who are called for jury duty will receive their regular pay for the period they are called for jury duty, which includes both the jury selection process and, if selected, the time they actually serve on the jury. Pay for serving on a jury will only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule. Any fees paid for jury service may be kept by the employee.

All hours for employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of Hays County will be counted as time worked for such period as their court attendance may require. If an employee is subpoenaed or ordered to appear in personal litigation, the time away from work will be charged to vacation, other eligible paid leave, or leave without pay if no leave is available.

Timesheets should reflect the hours for juror time. A copy of the juror summons must be forwarded to the Treasurer's Office for the employee's timesheet file.

## **2B111 BEREAVEMENT LEAVE**

Full time employees will be allowed up to 24 hours leave with pay for a death in the immediate family (18 hours for  $\frac{3}{4}$  time employees and 12 hours for regular part-time employees working at least 20 hours per week). For purposes of this policy, immediate family will be defined as spouse, child, parent, sibling, grandparent, grandchild or spouse's child, parent, sibling, grandparent, grandchild, or a son-in-law or daughter-in-law.

Special consideration may also be given to any other person whose association with the employee is similar to the above relationships.

## **2B112 MILITARY LEAVE**

All Hays County employees who are members of the Armed Forces, the Military reserves, the National Guard, State Guard or certain Public Health Service positions will be allowed up to 120 hours off per Hays County fiscal year with pay to attend authorized training sessions and exercises.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, **employee** health insurance benefits will be provided during military leave **of less than 31 days**. Employees on military leave will be responsible for paying premiums for any dependent and/or supplemental coverage.

Vacation and sick leave will continue to accrue while an employee is on military leave **of less than 31 days**. Employees may use available accrued leave for additional **military leave of greater than 30 days**. If an employee chooses to use accrued leave, they must use it consecutively **with the county paid military leave**.

**Employees on military leave that extends beyond 30 days will lose eligibility for paid insurance coverage and leave accrual. If qualified to continue health insurance benefits pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees may elect to continue health insurance benefits by notifying the Benefits Manager in advance of their leave, and providing payment of any required contribution, including the county's amount paid on behalf of the employee. If employees elect to continue health insurance benefits during their military leave, premiums must be paid to the Hays County Treasurer's Office by the 5th working day of every pay period.**

Once an employee returns to work from military leave **of greater than 30 days**, their insurance will be reinstated **on their return to work day** without a waiting period.

Employees on active duty training assignments **of less than 31 days** are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on military leave **of greater than 30**



days must apply for reinstatement in accordance with all applicable state and federal laws. Every reasonable effort will be made to return eligible employees to their previous positions or to a comparable one. Time off to serve is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation. Paid time off to serve will not be counted as hours worked for the purposes of determining overtime. Employees must show all leave taken for service in the military on their timesheet as military leave.

Any unused military leave balance at the end of the fiscal year will not be carried forward into the next Hays County fiscal year. Pay for attendance at training sessions or exercises will be authorized only for periods which fall within the employee's normal work schedule. An employee may use vacation leave, earned compensatory time, or leave without pay if they must attend training sessions or exercises in excess of the 120 hour limit maximum.

An employee going on military leave will provide his or her supervisor with a set of orders immediately upon notification. Supervisors must provide the orders to the Hays County Benefits and Payroll Managers upon notification.

Hays County employees who leave their positions as a result of being called to active military service or who voluntarily enter the Armed Forces of the United States will be eligible for re-employment in accordance with state and federal laws in effect at the time of their release from duty.

## **2B113 TIME OFF TO VOTE**

Hays County encourages employees to vote in elections. Assuming that an employee has not already voted in early voting, the employee is entitled to take paid time off for voting on election days, unless the employee has at least two consecutive hours to vote outside of the voter's working hours. Such time off will not be paid if the two hours are available outside of normal working hours.

To take time off to vote, employees who are entitled to vote must receive approval from their supervisor in advance. Not all leave will be approved based on a number of factors, including county needs and staffing requirements. Requests must be submitted at least two days before the Election Day. Normally, the time off to vote will be scheduled at the beginning or end of the scheduled shift, whichever provides the least disruption to the normal work schedule. Time off to vote is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation. Paid time off to vote will not be counted as hours worked for the purposes of determining overtime. Employees must show all leave taken off to vote on their timesheet as time off to vote. When the employee has completed voting, he or she must report to the county for duty and work the remainder of the scheduled shift if applicable.

## **2B114 RETIREMENT**

Hays County is a member of the Texas County and District Retirement System (TCDRS). All non-temporary employees must contribute to the retirement system. The Hays County Treasurer's Office maintains and provides all information regarding the Hays County TCDRS retirement benefit information.

The employee's contribution rate is 7% of their gross pay and is deducted from each paycheck. Hays County's contribution rate is determined annually by the Hays County Commissioners Court.

Employees that have had prior service with TCDRS through either Hays County or another Texas county will automatically receive credit for their service time whether they withdrew their funds or not. Those that withdrew their funds will have no financial amount associated with their prior service time.

TCDRS also recognizes service time if an employee worked under the following Texas public retirement systems:

- Employees Retirement System of Texas (ERS)
- Teacher Retirement System of Texas (TRS)
- Texas Municipal Retirement System (TMRS)
- Judicial Retirement System of Texas (JRS); and
- City of Austin Employees' Retirement System (COAERS)

In addition to the above retirement systems, TCDRS allows credit for prior active military service.

### **Military Service Credit**

Employees with 8 years of service with Hays County may be eligible for additional TCDRS service credit for their military time. Military service credit may be granted for up to 60 months (5 years) of military service.

Under USERRA (Uniformed Services Employment and Reemployment Rights Act), current employees that are called away for active duty in the military and return to their position within 90 days of their service release may apply for additional TCDRS service credits for their military time.

The Hays County Treasurer's Office maintains and provides all information regarding the military service credit.

## **Withdrawing Retirement Funds**

Federal and State laws prohibit an employee from withdrawing their retirement funds for any reason other than a bona fide separation of employment. A bona fide separation of employment means there has been no discussion of the employee returning to work and neither the employee nor Hays County has any intention of the employee returning to work at any time in the future.

Employees leaving employment have 4 options regarding their TCDRS account:

- Leave their funds in their TCDRS account - The account will continue to earn 7% interest. If a former employee reaches retirement eligibility, the county's contribution will be calculated into the annuity amount when the employee completes the proper retirement forms.
- Withdrawal – The employee will receive all of their deductions plus the interest it has earned less 20% Federal Withholding. In cases where the employee is under age 59½, they may owe an additional 10% excise tax. The employee forfeits the county's contribution.
- Roll it into an IRA – The employee will need to roll their funds within 60 days after terminating employment to avoid any potential tax consequences. The employee's designated bank for their IRA will receive a check for all of their deductions plus the interest their TCDRS account has earned. The employee forfeits the county's contribution.
- Retiring – The employee will receive a monthly annuity for life. The county's contribution will be calculated into the annuity check.

Employees that withdraw their funds through a refund or rollover will not receive the County's contribution portion. The only way to receive the County's portion is to meet retirement eligibility requirements and draw a monthly annuity.

Terminating employees that withdraw their TCDRS funds by a refund or rollover due to a bona fide separation of employment are not eligible for rehire for at least 6 weeks after their termination date.

## **Termination of Employment**

Terminated employees are not required to withdraw their TCDRS funds.

Terminated employees with 8 years of service or more that do not withdraw their retirement funds can draw a retirement annuity when they meet retirement eligibility requirements.

Terminated employees that are eligible for rehire and have not withdrawn their TCDRS funds by a refund, rollover, or monthly retirement annuity, are eligible for re-employment immediately.

## **Retiring**

Employees considering retiring should contact the Hays County Treasurer's Office to discuss their retirement options. When an employee elects to retire and receive a retirement annuity, it must be a bona fide retirement. This means that there has been no discussion of the employee returning to work and neither the employee nor Hays County has any intention of the employee returning to work at any time in the future. An employee is considered a retiree once they begin receiving a retirement annuity.

Hays County considers retirement to be a bona fide genuine termination of employment. The laws and rules under Section 401 (a) of the Internal Revenue Code and Rule and 107.4 adopted by TCDRS regarding a bona fide retirement are very specific. If it is ever determined that a rehired retiree did not have a bona fide separation of employment, the retiree may owe a 10 percent excise tax on their TCDRS account and be required to repay all of the monthly retirement payments that they have received. Abusing the retirement provisions in such a manner violates a qualification requirement for retirement plans under Section 401 (a) of the Internal Revenue Code, potentially resulting in significant tax consequences for Hays County, all current employees, and all past retirees.

Therefore, all retirements must be carefully planned and there must not be any intention of the employee returning to work at the time of retirement. Retirees will not be considered for re-employment until at least 6 months of separation from their retirement date.

There are four ways to retire:

- employee is age 60 and has at least 8 years of service credits;
- employee has at least 8 years of service credits and service credits plus their age equals 75 or more (Rule of 75);
- employee has 30 years of service credits at any age; or
- employee has been approved for Disability Retirement through TCDRS.

## **Disability Retirement**

TCDRS disability retirement is for members who cannot work and will not be able to work in the future because of their injuries or illness. When a Hays County employee becomes disabled, on or off the job, and can no longer work

at all, not just in their current position, they may be able to apply for disability retirement with TCDRS. The employee must submit the proper medical information to the TCDRS medical board for evaluation. This board reviews all requests and approves or denies disability claims on an individual basis.

## **Retiree Insurance**

Retirees receiving a retirement annuity are eligible to continue insurance coverage through the Hays County group plan at their own cost. Terminating employees that are eligible for retirement but have not elected to receive an annuity are not considered retirees and not eligible for retiree insurance benefits.

Hays County may fund some of the medical insurance premiums for certain qualified retirees. The portion of the medical premiums paid by Hays County for qualified retirees is determined annually by Commissioners Court. Current and future funding may change or be eliminated at any time based on Commissioners Court approval. Approved partial funding of retiree insurance will be for the retiree's medical coverage only and not exceed \$12,000 annually. Dependent coverage does not qualify for county funding. For the retiree to qualify for partial county funding of medical benefits, the retiree must have at least 20 years continuous service with Hays County and must be receiving Hays County funded insurance at the time of retirement. Qualified retirees must be retiring with the Texas County and District Retirement System and have been covered by Hays County medical insurance for at least 75% of their Hays County career.

Qualified employees that meet the requirements above and have 20 years continuous **full-time** service with Hays County will pay 15% of the cost of the total medical premium per month towards the cost of the medical insurance premium.

Qualified employees that meet the requirements above but whose 20 years of continuous service is not entirely full-time, will pay 25% of the cost of the total medical premium per month towards the cost of the insurance premium.

Retirees may elect to cover the same persons (spouse and/or eligible dependents) who were covered under the retiree's plans at the time of retirement. A retiree's spouse and/or dependents cannot be enrolled in the county's group plan without the retiree also being enrolled. Retiree's may not add a spouse or dependents to their retiree insurance at any time after initial enrollment into the retiree insurance plan. Once a spouse or dependent is no longer covered on the retiree's insurance, they cannot be reinstated at a later date.

## **Disability Retirement for a Public Safety Officer**

If TCDRS approves Disability Retirement for a Public Safety Officer that has been disabled on the job, the officer may be eligible for medical insurance coverage at no cost to the retiree. Hays County will pay 100% of the disabled retiree's health insurance premiums if the officer was disabled while on duty for Hays County in a "hot pursuit" or in an "emergency situation" as defined by law. The officer must be unable to work in any capacity. The Disability Retirement must be through TCDRS for years of service with Hays County. County funding of insurance premiums does not include any dependents which may be covered at the retiree's own cost through the county's group plan or certain medical insurance plans that coincide with Medicare. In order for the dependents to be on the county's group plan, they must have been on the plan at the time of retirement.

## **Medicare Eligible Retirees**

Medicare eligible retirees and their spouses have the option to participate in medical insurance plans that coincide with Medicare. Hays County offers two Medicare insurance plans; Silver Choice through the Texas Association of Counties and the Hays County Humana Advantage plan. The Medicare eligible retiree and/or spouse must be enrolled in both Part A and Part B of Medicare. Retirees do not have to participate in one of the two Hays County Medicare insurance plans in order for their spouse to participate in one of them. Medicare eligible retirees and their spouses may participate in these plans at their own cost. Once a retiree chooses to enroll with Silver Choice, or Humana, the retiree and/or the retiree's dependents will not be allowed to return to the Hays County group medical coverage in the future.

Medicare eligible retirees participating in either Silver Choice through the Texas Association of Counties or the Hays County Humana Advantage plan may qualify for partially funded health insurance. The portion of the medical premiums paid by Hays County for qualified retirees is determined annually by Commissioners Court. Current and future funding may change or be eliminated at any time based on Commissioners Court approval. Approved funding of retiree insurance will be for retiree medical coverage only and not exceed \$12,000 annually. Dependent coverage does not qualify for county funding. For the Medicare eligible retiree to qualify for county funding of medical benefits, the retiree must have at least 20 years continuous service with Hays County and must be currently receiving Hays County funded insurance. Qualified retirees must be retiring with the Texas County and District Retirement System and must have been covered by Hays County medical insurance for at least 75% of their Hays County career. Employees that retired prior to being Medicare eligible must currently receive county funding for all or part of their medical insurance coverage to qualify for the county funding of certain Medicare insurance plans. Qualified Public Safety officers retiring under Disability Retirement will also be given the opportunity to elect a medical insurance plan that coincides with Medicare.

- Qualified Medicare eligible retirees that meet the requirements above, and have 20 years continuous **full-time** service with Hays County will pay nothing towards the cost of the insurance premium to either Silver Choice through the Texas Association of Counties or the Hays County Humana Advantage plan.
- Qualified Medicare eligible retirees that meet the requirements above, but whose 20 years of continuous service is not entirely full-time, will pay 25% towards the cost of the insurance premium to either Silver Choice through the Texas Association of Counties or the Hays County Humana Advantage plan.

### **Past Retirement Rules and Regulations**

All Hays County Retirees that retired with TCDRS must meet and abide by the Hays County policy and procedures in place at the time of their retirement. As per the Texas Local Government Code Chapter 175, retirees are not eligible for any benefits established after their date of retirement. Hays County retirees must meet the qualifications established for retirement and retirement benefits at the time of their retirement. Retirees that retired prior to November 2017 may continue at the percentage and qualifications established at the time of their retirement, however, Hays County Commissioners Court may change or eliminate any county funded insurance at any time. The portion of medical insurance premiums paid by Hays County for qualified retirees is determined annually by Commissioners Court and is not a guaranteed benefit. Individual retirees may be affected by future changes to retiree medical benefits regardless of the benefits offered at the time of their retirement. Current and future funding for medical insurance may be changed or eliminated at any time based on Commissioners Court approval.

### **Retirement Benefits Review Committee**

The Retirement Benefits Review Committee, appointed by the Commissioners Court, will review current retirement benefits no less than annually. The committee will make recommendations to Commissioners Court regarding the funded benefits provided to both current and future retirees.

### **Rehiring Retirees**

At the time of retirement, Hays County will have no preplanned intention of the retiring employee returning to work at any time in the future. Retirees will not be considered for rehire for at least 6 months after their retirement date. Any retiree who is rehired consistent with this policy will establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections. Any retiree insurance benefits will be suspended at the time of re-employment working 30 hours or more, and the retiree will be considered an active employee. At the

time of separation in the future, qualified benefits for the rehired retiree will be based on Hays County policy at the time of original retirement.

## **2B115 DEFFERED COMPENSATION**

Employees are encouraged to save additional funds for their retirement. The Deferred Compensation plan is a voluntary pre-taxing supplemental retirement program. A Deferred Compensation representative can discuss which options are best for certain financial situations. Employees that are interested in putting aside additional funds for retirement need to contact the Human Resources Department.

## **2B116 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees of covered employers with unpaid, job-protected leave for specified family and medical reasons. Employees are eligible if they have worked for Hays County for at least 12 months, and have 1,250 hours of service in the previous 12 months. Hays County uses a rolling 12-month period measured backward from the date the employee uses any FMLA leave. FMLA leave will run concurrently with Workers' Compensation, sick leave, sick pool leave, vacation leave and compensatory leave.

The law sets requirements for notice, by both the employee and Hays County, and provides Hays County with the right to require certification of the need for FMLA leave in certain circumstances. The law protects employees from interference and retaliation for exercising or attempting to exercise their FMLA rights. The law also includes recordkeeping requirements

Eligible employees may take up to 12 workweeks of leave in a 12-month period for one or more of the following reasons:

- the birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care, and to bond with the newborn or newly-placed child;
- to care for a spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care;
- for a serious health condition that makes the employee unable to perform the essential functions of his or her job, including incapacity due to pregnancy and for prenatal medical care; or
- for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.



## **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

- a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. An eligible employee is limited to a *combined* total of 26 workweeks of leave for **any** FMLA-qualifying reasons during the single 12-month period.

## **Benefits and Protection**

In addition to providing eligible employees an entitlement to leave, the FMLA requires that Hays County maintain employees' health benefits during leave and restore employees to their same or an equivalent job after leave. Employees will be required to pay for dependent coverage and for any other coverage for which the employee would normally pay. Payment for coverage will be made through regular payroll deduction while the employee is on paid leave. While on unpaid leave, the employee is required to pay the Hays County Treasurer by the 5<sup>th</sup> of the month for premiums due to Hays County. (Example: June premiums would be due by June 5<sup>th</sup>.) Failure to pay for these premiums will result in the coverage being discontinued.

At the end of the 12 weeks leave, all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member where the eligible employee will be offered COBRA at the end of 26 weeks in a single 12 month period.

## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with county's call-in procedures.

In the case of FMLA leave for a qualifying exigency of a military family member, the employee must give notice of the need for such leave as soon as possible and practical, regardless of how far in advance the leave is needed.

Employees must provide sufficient information in order for the county to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must provide supporting documents to Hays County Human Resources within 15 days from the date of the employee's Notice of Eligibility, Rights & Responsibilities. If the employee does not provide the supporting documents, Hays County may deny the employee's request for FMLA leave.

Sufficient information may include:

- that the employee is unable to perform job functions;
- the family member is unable to perform daily activities;
- the need for hospitalization or continuing treatment by a health care provider; or
- circumstances supporting the need for military family leave.

Employees also must inform the county if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may

be required to provide a certification and periodic recertification supporting the need for leave.

Except where leave is unforeseeable, an employee will be required to submit, in writing, a request for leave under this policy to their immediate supervisor. Employees are required to remain in contact with their immediate supervisor at least once a month or as designated by their immediate supervisor while on leave. Any changes to the employee's leave requests must be communicated with their immediate supervisor as soon as they are known.

### **Hays County Responsibilities**

Leave covered under the Family and Medical leave Act (FMLA) must be designated as FMLA-protected and Hays County will inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. If Hays County determines that the leave is not FMLA-protected, Hays County will notify the employee.

In order to determine whether leave is covered under the FMLA, Hays County may request that the leave be supported by a certification. If the certification is incomplete or insufficient, Hays County will state in writing that additional information is necessary to make the certification complete and sufficient. If the employee is not eligible, Hays County will provide a reason for the ineligibility.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt county operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If the employee plans to take intermittent leave or work a reduced schedule, the certification will also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every 6 months in connection with an eligible absence.

All work time missed as the result of intermittent leave or reduced work schedule under FMLA leave will be deducted from the employee's 12-week leave eligibility. If the time missed is for the care of a covered service member with a serious injury or illness, the time will be deducted from the employee's 26-week leave eligibility in a single 12 month period.

### **Substitution of Paid Leave for Unpaid Leave**

Hays County requires that employees use available paid leave during their FMLA absence. This means that employees will receive paid leave and the

leave will also be considered protected FMLA leave and counted against the FMLA leave entitlement.

If an employee has accrued leave to take care of a covered service member, the employee will be required to use compensatory time first then vacation leave. Sick leave may be used if the service member normally resides in the same household. The remainder of the leave will be unpaid.

An employee taking leave because of their own serious health condition, or the serious health condition of an eligible family member living in the same household will be required to first use all earned sick leave, then compensatory time, then vacation, with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave because of a serious health condition of an eligible family member not living in the same household will be required to first use all compensatory time, then vacation, with the remainder of the 12 week leave period being unpaid leave.

If a married couple both work for Hays County, the maximum combined leave they will be allowed to take in any 12 month period for the birth or placement of a child, or care for a parent with a serious health condition is 12 weeks. The combined limit is 26 weeks in a single 12-month period if leave is to care for a covered service member or covered veteran with a serious injury or illness.

An employee taking leave for the birth of a child will be required to use paid sick leave first, then earned compensatory time, then vacation for the recovery period after the birth of the child and prior to being on unpaid leave.

An employee that is the non-child bearing parent can use paid sick leave as certified by the spouse' physician. The certification will be for the mother's period of medical assistance. After the spouse's recovery period from giving birth to a child, the employee will be required to first use all earned compensatory time, then vacation for the remainder of the 12 week leave period, or a combination of 12 weeks if both parents are Hays County employees, prior to being on unpaid leave.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care will be required to first use earned compensatory time, then vacation with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave for a qualifying exigency for a covered military member will be required to first use earned compensatory time, then vacation with the remainder of the 12 week leave period being unpaid leave.

## Returning to Work after FMLA

Employees must notify their immediate supervisor within one week prior to returning to work. This ensures their work schedule is properly coordinated.

Employees returning from FMLA leave, and who have not exceeded the 12 week maximum allowed under FMLA, will be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the 26 week maximum, in a single 12 month period, allowed to care for a seriously ill or injured covered military member, will be returned to the same job or a job equivalent to the job they held prior to going on leave.

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replace or his or her position has been restructured to accommodate the employee's absence.

Hays County will have no obligation to reinstate an employee who takes FMLA leave and who is unable to return to work after using the maximum weeks of leave allowed under FMLA, or who elects not to return to work after using the maximum leave; this includes employees who may have sick leave or vacation leave available.

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under FMLA will be required to reimburse the County for all medical premiums paid by the County while the employee was on leave without pay.

While on leave without pay for 30 days or more under this policy, an employee will not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

Any area or issue regarding family and medical leave which is not addressed in this policy will be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.

## 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 or value of Right of Way along Creek Road in Pct 4. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 13, 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

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 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Hays County Treasurer's Office. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	April 13, 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
Britney Richey, Hays County Treasurer	BECERRA	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 the Hays County Development Services Director position. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Shari Miller, Human Resource Director

#### SPONSOR

BECERRA

#### CO-SPONSOR

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 deliberation regarding employment and duties of all positions within the Hays County Office of General Counsel. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	April 13, 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
Mark Kennedy, General Counsel	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 Outlook and Project Valkyrie. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

M. Kennedy

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

April 13, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

KENNEDY

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Litigation update to be provided in Executive Session.