

**Commissioners Court April 27, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **27th 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	4-5	Adopt a Proclamation declaring April 25 - May 2, 2021 as Soil & Water Stewardship Week. BECERRA
2	6	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA

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.

3	7	Approve payments of County invoices. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9-26	Approve Commissioners Court Minutes of April 13, 2021 and April 20, 2021. BECERRA/CARDENAS
6	27	Approve the payment of the April 30, 2021 payroll disbursements in an amount not to exceed \$4,042,000.00 effective April 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	28	Approve out of state travel for Detective Nelson Wray to attend the Mac Forensics Training Course on May 31-June 11, 2021 in Hoover, Alabama. INGALSBE/CUTLER
8	29-31	Ratify the acceptance of a donation of law enforcement supplies to the Sheriff's Office valued at \$7,200 and amend the budget accordingly. INGALSBE/CUTLER
9	32-34	Approve Utility Permits. BECERRA/BORCHERDING
10	35-36	Authorize the County Judge to execute Amendment No.1 to the Interlocal Agreement #2020-0107, Task Order 1, between Hays County and Texas State University related to the Blanco "No Discharge" Study. INGALSBE
11	37-55	Authorize the County Judge to execute three Texas Workforce Commission Data Exchange Requests and Safeguard Plans related to Information Release Contracts for the Hays County Criminal District Attorney's Office, the Hays County Sheriff's Office, and the Hays County Constable, Precinct #1 Office. INGALSBE/MAU/CUTLER/PETERSON

ACTION ITEMS

ROADS

12	56-62	Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the Letter of Credit #SBPTX303414 for 2 years (maintenance) in the amount of \$22,979.07, and accept the Letter of Credit #SBPTX303415 for 1 year (revegetation) in the amount of \$15,938.03 for El Dorado subdivision. JONES/BORCHERDING
13	63-72	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$618,972.50 for Hymeadow, Section 3, Phase 1 Subdivision (Bond #LICX1204150). INGALSBE/BORCHERDING

14	73-79	Discussion and possible action to accept fiscal surety for the street and drainage improvements in the amount of \$476,054.42 for Hymeadow, Section 3, Phase 2 Subdivision (Bond #LICX1204149). INGALSBE/BORCHERDING
15	80	Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide right-of-way acquisition services for the FM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a contract, granting an exemption to formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services). SHELL/BORCHERDING

MISCELLANEOUS

16	81-86	Discussion and possible action to approve the purchase of a proximity card reader for the fueling system at 2171 Yarrington, authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(4), and amend the budget accordingly. JONES/BORCHERDING
17	87-90	Discussion and possible action to approve the purchase for new camera licenses and firmware for the security system at 2171 Yarrington and amend the budget accordingly. JONES/BORCHERDING
18	91	Discussion and possible action related to the work performed by emergency personnel during the February 2021 blizzard and amend the budget appropriately. JONES/BORCHERDING
19	92-95	Discussion and possible action on adopting Procedures for Temporary Use of County Roads for Civic Events pursuant to Texas Transportation Code 251.158. BECERRA/MENDENHALL
20	96-97	Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020, December 8, 2020 and February 16, 2021. BECERRA
21	98-100	Hold a public hearing on the proposed 1800 residential project in accordance with Tex. Gov't Code, §2306.67071(b) and authorize the execution of a Resolution of No Objection for an application submitted by The NPR Group to the Texas Department of Housing and Community Affairs. INGALSBE
22	101-105	Discussion and possible action to approve the Amended and Restated Charter for the Hays County Parks & Open Space Advisory Committee (POSAC). SHELL
23	106-108	Discussion and possible action to execute a \$8,406.78 Service Agreement with Smiths Detection, Inc. related to the Industrial X-Ray Security Scanners located at the Hays County Government Center. INGALSBE/T.CRUMLEY/CUTLER
24	109-113	Discussion and possible action to authorize the execution of a Memorandum of Understanding Agreement between the Hays County Veteran's Treatment Court and Dr. Korey L. Watkins related to psychological evaluations and treatment programs for veterans. INGALSBE/C.JOHNSON
25	114	Discussion and possible action to convert the Mobile Crisis Outreach Liaison, slot 0506-001 from a grant-funded position from the Office of the Governor to the Sheriff's Office operating budget effective 4/1/2021 through 9/30/2021 and amend the budget accordingly. SHELL/CUTLER
26	115-162	Discussion and possible action to create the Combined Emergency Communication Center (CECC) Director position at a grade 116, authorize the Human Resources Department to post the position, and authorize the CECC Executive Board to fill the position within the approved grade and amend the budget accordingly. SHELL/INGALBE
27	163	Discussion and possible action to authorize the Sheriff's Office to establish two new Coordinator positions within the Records Management Division (grades 112), authorize computer equipment purchases for new positions; and re-title the Administrative Assistant III, slot 0271-009 to a Records Management Officer effective May 1, 2021 and amend the budget accordingly.
28	164-200	Discussion and possible action to award contract for IFB 2021-B05 Concrete Contractor to Myers Concrete Construction, LP. BECERRA/BORCHERDING
29	201-220	Discussion and possible action to execute a contract for TxCDBG Administrative Services between Hays County and Langford Community Management Services. SHELL/T.CRUMLEY
30	221	Discussion and possible action to execute a contract for RFQ 2021-Q06 CDBG Engineering Services between Hays County and TRC Engineers, Inc. SHELL/T.CRUMLEY

WORKSHOP

31	222	Workshop presented by Enterprise Fleet Management, Inc. regarding the Hays County Enterprise Lease Program. BECERRA/T.CRUMLEY
32	223	Workshop at 2pm led by the U.S. Census Bureau on how to effectively utilize census data for local stats in support of critical planning topics. BECERRA/COLLINS

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.

33	224	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 Court Reporter positions within the Hays County District Court. Possible discussion and/or action may follow in open Court. SHELL/STEEL
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STANDING AGENDA ITEMS

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

34	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
35	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
36	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
37	Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature 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. SMITH

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 23rd 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 declaring April 25 - May 2, 2021 as Soil & Water Stewardship Week.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

April 27, 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

See attached Proclamation.



**PROCLAMATION DECLARING APRIL 25 – MAY 2, 2021 AS
SOIL & WATER STEWARDSHIP WEEK**

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

Whereas, fertile soil and clean water provide us with our daily sustenance; and

Whereas, effective conservation practices have helped provide us a rich standard of living; and

Whereas, our security depends upon healthy soil and clean water; and

Whereas, stewardship calls for each person to help conserve these precious resources;

NOW, THEREFORE, BE IT RESOLVED that we, the Hays County Commissioners Court, do hereby proclaim April 25 – May 2, 2021 as:

SOIL & WATER STEWARDSHIP WEEK

ADOPTED THIS THE 27th DAY OF APRIL, 2021

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine 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

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

ITEM TYPE

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April 27, 2021

AMOUNT REQUIRED

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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 27, 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 27, 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 April 13, 2021 and April 20, 2021.

ITEM TYPE

CONSENT

MEETING DATE

April 27, 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



APRIL 13, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 13th DAY OF APRIL A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplain Javier Maldonado Christus Santa Rosa Hospice- San Marcos gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Harvey Jenkins made a public comment regarding road construction. Rodrigo Amaya made a public comment regarding lawsuits against the county. Dan Lyon made a public comment against the Hays County Appraisal District. Mike Lee made a public comment in favor of a public defender's office.

36260 ADOPT A PROCLAMATION RECOGNIZING APRIL 11-17, 2021 AS NATIONAL TELECOMMUNICATORS WEEK.

Sheriff Cutler thanked the Commissioners for the proclamation. He stated the communication center is the backbone of the county. He also thanked all the communication workers. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a proclamation recognizing April 11-17, 2021 as National Telecommunicators Week. All present voted "Aye." MOTION PASSED.**

PRESENTATION BY THE HAYS COUNTY CHILD PROTECTIVE BOARD (HCCPB) REGARDING THE OPENING OF THE REMME RAINBOW ROOM IN DECEMBER 2020.

Karen Brown and Mary Cauble of the Hays County Child Protective Board and the Rainbow Room committee presented a thank you video to the court. Karen Brown thanked the Commissioners, the Remme family, and the entire county for their help to renovate the Rainbow Room. The Commissioners thanked all the board members for their work and dedication. Commissioner Smith stated there is a diaper drive that is going on through April 15th to fill the Rainbow Room shelves. He listed the five drop-off locations throughout the county. 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 Office of Emergency Services, announced the locations for the vaccination clinics. He thanked the school districts and volunteers for their help. Judge Becerra noted that a plan is being made for vaccines to become mobile for citizens who are not able to attend clinics. No action was taken.

36261 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.

36262 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.



APRIL 13, 2021

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.

36263 APPROVE COMMISSIONERS COURT MINUTES OF MARCH 30, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve Commissioners Court Minutes of March 30, 2021. All present voted "Aye." MOTION PASSED.

36264 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.

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

36265 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.

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

36266 RATIFY THE SUBMISSION OF A GRANT APPLICATION TO THE ST. DAVID'S FOUNDATION'S COVID-19 RECOVERY FUND FOR VACCINE DISTRIBUTION AND ADMINISTRATION SUPPORT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the submission of a grant application to the St. David's Foundation's COVID-19 Recovery Fund for vaccine distribution and administration support. All present voted "Aye." MOTION PASSED.

36267 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.

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

36268 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.

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

36269 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.



APRIL 13, 2021

Rodrigo Amaya made a public comment against this item. Dan Lyon made a public comment against this item. Judge Becerra noted that some of the features of the requested vehicle are either stock items or needed items so that the vehicle is properly identified. Mike Jones, Director of Office of Emergency Services, noted this vehicle has the capacity to pull the Office of Emergency Services' command trailer. Commissioner Smith noted several instances when this type of vehicle was needed for daily uses as well as emergencies. Commissioner Shell requested additional information regarding the need for diesel vehicle verses a gas vehicle. Marisol Villarreal-Alonzo, Auditor, suggested this item be funded using contingencies. Commissioner Shell stated he would make an amendment to included budget contingencies. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to 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 using contingencies accordingly. All present voted "Aye." MOTION PASSED.**

36270 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR CONVENIENCE STORE AT 2709 E FM 150, KYLE, TEXAS 78640.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility Permit for convenience store at 2709 E FM 150, Kyle, Texas 78640. All present voted "Aye." MOTION PASSED.

36271 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.

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

36272 AMEND THE SHERIFF'S OFFICE OPERATING BUDGET FOR NEEDED VEHICLE REPAIRS IN WHICH INSURANCE PROCEEDS OF \$18,929.00 WERE RECEIVED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$18,929.00 were received. All present voted "Aye." MOTION PASSED.

36273 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.

Rodrigo Amaya made a public comment against this item. Dan Lyon made a public comment against this item. Commissioner Ingalsbe stated that the county tries it's best to get training for the employees and law enforcement. She stated this training helps Hays County, and surrounding jurisdictions to have employees that are trained in the area. Judge Becerra stated this training is important to have for law enforcement so that they have the most updated training. He noted the tension between communities and law enforcement through the nation. He stated this is the county's way of supporting law enforcement to have the best training for stressful situations. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payments of County invoices. All present voted "Aye." MOTION PASSED.**

36274 RATIFY THE ACCEPTANCE OF A \$500.00 DONATION TO THE SHERIFF'S OFFICE CRIME VICTIM SERVICES PROGRAM AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of a \$500.00 donation to the Sheriff's Office Crime Victim Services Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36275 RATIFY THE ACCEPTANCE OF A \$375.00 DONATION TO THE SHERIFF'S OFFICE COMMUNITY OUTREACH DIVISION AND AMEND THE BUDGET ACCORDINGLY.



APRIL 13, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the acceptance of a \$375.00 donation to the Sheriff's Office Community Outreach Division and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36276 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.

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

36277 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.

Rodrigo Amaya made a public comment against this item. Commissioner Ingalsbe stated that she has been made aware of several instances when this item is need for the jail, therefore she is in support of obtaining this item. Commissioner Shell stated this item would likely help to solve a problem sooner than later instead of contacting a contractor. Captain Shane Smith stated the jail needs a sewer camera, so that they can determine what the issue is and the best plan of action. Discussion was had regarding sharing the camera with Countywide Operations, since that department does not have a sewer camera. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to 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. All present voted "Aye." MOTION PASSED.**

36278 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).

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

36279 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to 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. All present voted "Aye." MOTION PASSED.

36280 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to 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. All present voted "Aye." MOTION PASSED.



APRIL 13, 2021

- 36281 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.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to 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. All present voted "Aye." MOTION PASSED.

- 36282 AUTHORIZE THE HUMAN RESOURCES DEPARTMENT TO PURCHASE ONE DELL LATITUDE 5520 WITH ACCESSORIES FOR THE COMMUNICATIONS MANAGER AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Human Resources Department to purchase one Dell Latitude 5520 with accessories for the Communications Manager and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36283 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.**

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

- 36284 ACCEPT THE DELIVERY OF THE CONSTABLE PRECINCT 3 INTERNAL EXAMINATION REPORT.**

Marisol Villarreal-Alonzo, Auditor, stated historically the report is delivered to the Commissioners court. She stated the report is in the back up and is a public record. She did not have commentary for the court regarding the report. Commissioner Ingalsbe stated the report is concerning. Commissioner Shell stated there are issues in the report that could possibly lead to litigation or other investigation. He also echoed Commissioner Ingalsbe's statement that the report is concerning. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the delivery of the Constable Precinct 3 Internal Examination Report.** All present voted "Aye." MOTION PASSED.

- 36285 AUTHORIZE PAYMENT OF \$12,342.90 TO TEXAS CRITICAL SYSTEMS FOR WORK PERFORMED AT THE FIVE MILE DAM FACILITIES AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize payment of \$12,342.90 to Texas Critical Systems for work performed at the Five Mile Dam facilities and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36286 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.**

Rodrigo Amaya made public comments against this item and stated the Commissioners need to control the Constables within their precincts. Commissioner Jones stated these vehicles were ordered last fiscal year; however, there was a delay in the delivery. Commissioner Ingalsbe and Commissioner Smith stated that they do not control the constables within their precincts. The Commissioners only have control when it is regarding the county budget. Marisol Villarreal-Alonzo, Auditor, stated that her office did review the purchases. She noted these items were approved in last year's budget but had not been rolled over because the vehicles had not been delivered. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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.** All present voted "Aye." MOTION PASSED.



APRIL 13, 2021

36287 APPROVE SPECIFICATIONS FOR RFP 2021-P02 EMERGENCY RENTAL ASSISTANCE PROGRAM - ADMINISTRATIVE SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

Vicki Dorsett, Auditor's Office, stated the guidelines still need to be approved by the court. This item will give the Auditor's office the opportunity to open for a bid for the administering of the program. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP 2021-P02 Emergency Rental Assistance Program - Administrative Services and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.**

36288 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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. All present voted "Aye." MOTION PASSED.

36289 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.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.

36290 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.

Commissioner Jones stated the county should be nearing the end of this project for Sunfield subdivision. The newer roads will not become part of the county roads system. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to 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. All present voted "Aye." MOTION PASSED.**

36291 ACCEPT THE 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.

Commissioner Jones stated there is staff recommendation for this item. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the 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. All present voted "Aye." MOTION PASSED.**

36292 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.



APRIL 13, 2021

Commissioner Smith stated this is one of the three respondents to the RFQ for CE & I Services. This is an extension of that project and has full staff recommendation. **A motion was made by Commissioner Smith, seconded by Commissioner Shell 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. All present voted "Aye." MOTION PASSED.**

36293 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, 62LLC FOR THE LOW WATER CROSSINGS, PRECINCT 4 (BEAR CREEK PASS/SYCAMORE CREEK ROAD) PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.

Commissioner Smith stated the contractor switched engineering firms. In that process the firm needed to do outreach to the property owners. This is an extension of time to complete the outreach to the citizens. **A motion was made by Commissioner Smith, seconded by Commissioner Shell 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, 62LLC for the Low Water Crossings, Precinct 4 (Bear Creek Pass/Sycamore Creek Road) project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #37 RE: 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.WAS PULLED.

36294 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).

Commissioner Ingalsbe stated this surety is for the completion of roads and drainage. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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). All present voted "Aye." MOTION PASSED.**

36295 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).

Commissioner Ingalsbe stated this surety is for the completion of roads and drainage. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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). All present voted "Aye." MOTION PASSED.**

36296 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.

Commissioner Ingalsbe stated this is not a request for additional funds, but a reallocation of funds from appraisal review fees to acquisition services for the needed easements on the roadways. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.**

36297 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.



APRIL 13, 2021

Tammy Crumley, Director of Countywide Operations, stated this request for funding is needed to feed the volunteers that are helping administer vaccinations. She stated they have received donations and are buying from local restaurants. She stated many restaurants are willing to give discounts for food but are not able to donate the whole costs. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.**

36298 RECEIVE AND ACCEPT THE REVISED BYLAWS OF THE HAYS COUNTY HISTORICAL COMMISSION (HCHC).

Ryan Patrick Perkins emailed a public comment which was read in court by Elaine H. Cardenas, County Clerk. The public comment by Mr. Perkins was for approval of this item. Kate Johnson, Chair of the HCHC, stated she was available to answer any questions. The Commissioners thanked Mrs. Johnson for the backup information that was submitted. Discussion was had regarding law compliance. Judge Becerra requested to table this item for a better understanding of the revisions. The Commissioners stated that they felt comfortable moving forward. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to receive and accept the Revised Bylaws of the Hays County Historical Commission (HCHC). Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.**

36299 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.

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

36300 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.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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. present voted "Aye." MOTION PASSED.

36301 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.

Marcus Pacheco, Interim Director of Development Services, stated the applicant is requesting a variance from table 10-2 from the Hays County rules for on-site sewage facilities. The staff has reviewed the design for the request and has deemed it acceptable. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.**

36302 ADOPT A RESOLUTION IN SUPPORT OF LEGISLATION REDEFINING BOUNDARIES OF ANTHEM MUNICIPAL UTILITY DISTRICT.

Commissioner Jones stated this was originally a larger project; however, approximately 280 acres were removed for conservation. He stated many of the citizens in the area are happy with the change. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a resolution in support of legislation redefining boundaries of Anthem Municipal Utility District. All present voted "Aye." MOTION PASSED.**



APRIL 13, 2021

36303 ACCEPT A PROPOSAL FROM SI MECHANICAL, LLC FOR INSTALLATION OF A NEW BACKFLOW SYSTEM AT THE JUVENILE DETENTION CENTER AND AMEND THE BUDGET ACCORDINGLY.

Judge Becerra stated this is a legal requirement to approve this item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones 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. All present voted "Aye." MOTION PASSED.

Clerk's Note: Judge Becerra called for a break that began at 10:41 a.m. and resumed back into open court at 10:51 a.m.

ADOPT HAYS COUNTY EMPLOYEE PERSONNEL POLICY REVISIONS.

Rodrigo Amaya made a public comment against this item. Shari Miller, Human Resource Director, presented to the court the items for review. Judge Becerra requested additional information regarding coverage for military employees. Jude Prather, Director of Veterans, spoke to the court regarding his knowledge of insurance policies. However, he made it clear to the court that insurance is not his expertise. The item was tabled. There was discussion to possibly open later in the meeting or next week. No action was taken.

Clerk's Note: Executive Session began at 12:02 p.m. and resumed back into open court at 3:42 p.m.

36304 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.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize change order number 2 to the agreement between LJA and Hays County for the Creek Road Bridge Project, extending the timeline for performance, but leaving the total not-to-exceed amount unchanged. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize execution of a purchase agreement between Hays County and Cypress Fork Ranch L.P. for a right of way easement and a temporary construction easement associated with the Creek Road Bridge Project, as presented in executive session. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize execution of a purchase agreement between Hays County and Marianne Simmons for a right of way easement and a temporary construction easement associated with the Creek Road Bridge Project, as presented in executive session. All present voted "Aye." MOTION PASSED.

36305 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to convert the vacant Treasury Associate, slot 0079-004 grade 109 to a Financial Analyst II grade 114 effective April 16, 2021 utilizing the Treasurer's Office continuing education fund and amend the budget accordingly. 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 DEVELOPMENT SERVICES DIRECTOR POSITION. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action was taken.



APRIL 13, 2021

36306 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the addition of a paralegal for the Office of General Counsel, grade 111, effective April 16, 2021, as discussed in executive session; and to authorize General Counsel and the HR Director to finalize the job description and advertise the job opening utilizing countywide salary savings due to attrition. All present voted "Aye." MOTION PASSED.

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.

No action was taken.

36307 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to confirm General counsel's authority to assign cases to McInnis Lockridge under Hays County's ongoing engagement letter with that firm on a case-by-case basis and on occasion when these cases do not qualify for coverage under Hays County's Risk Pool Policy with Texas Association of Counties. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #55 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 \$46,745.00 for the week of April 4 – April 10, 2021. The number of outsourced males was 113 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 7, Department of Public Safety - 4, Hays County Sheriff's Department - 61, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department - 25, San Marcos Police Department - 33, Texas State Police Department - 3. No action was taken.

Clerk's Note Agenda Item #57 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.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 3:46 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 April 13, 2021.



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



APRIL 20, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 20th DAY OF APRIL 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 Stella Burkhalter of the Kyle United Methodist 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

Pastor Jeff Thompson, Alliance for Families, made a public comment thanking the commissioners for their support of the initiative for a public defender's office. Rodrigo Amaya made public comments regarding the public defender's office and the elected officials of Hays County. Anita Collins, Executive Administrative Assistant, made a public comment regarding a Census Data Workshop scheduled for the next Commissioner Court meeting on April 27, 2021 at 2:00 P.M. Dan Lyon made public comments against the Hays County Appraisal District, and against the county budget. Mike Lee made a public comment in support of the public defender's office initiative. Christine Terrell made public comments regarding the public defender's office, the expenses for the jail, safety of the jail facility, and requesting the submission of a letter for grant funding for the public defender's office. Jordan Buckley made public comments regarding the bureau dashboard, ending cash bail, the expenses of the jail, and requesting the submission of a letter for grant funding for the public defender's office.

36308 ADOPT A PROCLAMATION DECLARING APRIL 24 - MAY 1, 2021 AS NATIONAL INFANT IMMUNIZATION WEEK.

Dan Lyon made a public comment against vaccinations. Eric Schneider, Medical Epidemiologist for Hays County Health Department, stated that many diseases have disappeared from the United States since people began infant vaccinations. He announced that there will be a COVID-19 vaccination clinic today and tomorrow. No appointment will be needed for these upcoming clinics. The Commissioners thanked the Health Department for all their work this year. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring April 24 - May 1, 2021 as National Infant Immunization Week. All present voted "Aye." MOTION PASSED.**

36309 ADOPT A PROCLAMATION DECLARING APRIL 2021 AS CHILD ABUSE PREVENTION AND AWARENESS MONTH.

Melissa Rodriguez from the Hays Caldwell Women's Center (HCWC), Trisha Schneider of CASA (Court Appointed Special Advocates), and Norma Blackwell of CASA, spoke to the court regarding raising awareness of child abuse. They especially dedicated the proclamation to the children that need their assistance. The Commissioners thanked all the groups for their dedication to help the community. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring April 2021 as Child Abuse Prevention and Awareness Month. All present voted "Aye." MOTION PASSED.**

36310 ADOPT A PROCLAMATION DECLARING APRIL 2021 AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH.



APRIL 20, 2021

Rodrigo Amaya made a public comment regarding a report of sexual assault. Judge Becerra stated he would assist with the matter brought up by Mr. Amaya. Melissa Rodriguez from Hays Caldwell Women's Center stated that anyone can receive services from the center. The Commissioners thanked Ms. Rodriguez for her work. Commissioner Shell gave a special thanks to Marla Johnson for her work and years of service. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation declaring April 2021 as Sexual Assault Awareness and Prevention Month. All present voted "Aye." MOTION PASSED.**

36311 ADOPT A PROCLAMATION DECLARING APRIL 2021 AS NATIONAL DONATE LIFE MONTH IN HAYS COUNTY.

Lemuel Bradshaw, Public Relations Manager for United Tissue Resources, along with his colleague Morgan Alexander, presented to the court the importance of registering to be an organ donor. He announced that Donate Life Texas is the only official registry for organ donations, which is the same registry that someone is added to if they register at the Department of Public Safety (DPS) office. Mr. Bradshaw shared his own experience as a recipient of organ donation. He announced the names of several partnership that the United Tissue Resources has, including community partners, law enforcement, and community officials. The Commissioners were very pleased to have this item on the agenda. They thanked all who were in attendance in support of this proclamation. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation declaring April 2021 as National Donate Life Month in Hays County. All present voted "Aye." MOTION PASSED.**

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

Judge Becerra announced a partnership with Texas State University to hold a vaccination clinic. Mike Jones, Director of Emergency Services, gave the court an update regarding the next mass vaccination clinic in Hays County. Commissioner Ingalsbe stated the vaccination clinic is open to all citizens. The Commissioners thanked Mr. Jones for his work. No action was taken.

36312 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.

36313 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

36314 APPROVE AMENDED COMMISSIONERS COURT MINUTES OF JULY 21, 2020.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve amended Commissioners Court Minutes of July 21, 2020. All present voted "Aye." MOTION PASSED.

36315 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR MULBERRY MEADOWS RV PARK 1 ON LOT 1 BLOCK F OF MULBERRY MEADOWS SUBDIVISION.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility permit for Mulberry Meadows RV Park 1 on Lot 1 Block F of Mulberry Meadows Subdivision. All present voted "Aye." MOTION PASSED.

36316 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR MULBERRY MEADOWS RV PARK 2 ON LOT 2 BLOCK F OF MULBERRY MEADOWS SUBDIVISION.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize On-Site Sewage Facility permit for Mulberry Meadows RV Park 2 on Lot 2 Block F of Mulberry Meadows Subdivision. All present voted "Aye." MOTION PASSED.



APRIL 20, 2021

36317 APPROVE AND CONFIRM THE APPOINTMENT OF DANIEL DUGGINS AS A REGULAR FULL-TIME DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 5 OFFICE.

Constable Ellen stated Daniel Duggins has served Hays County for many years in the Sheriff's Office, and will continue his service as a Deputy Constable in Precinct 5. The Commissioners thanked Deputy Constable Duggins for his service. A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve and confirm the appointment of Daniel Duggins as a regular full-time Deputy Constable in the Hays County Constable Precinct 5 Office. All present voted "Aye." MOTION PASSED.

36318 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR TWO 2-BEDROOM RESIDENCES LOCATED AT 102 W SKYLINE ACRES, WIMBERLEY, TX, 78676.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for two 2-bedroom residences located at 102 W Skyline Acres, Wimberley, TX, 78676. All present voted "Aye." MOTION PASSED.

36319 ACCEPT THE FISCAL YEAR 2020 HAYS COUNTY EMERGENCY SERVICES DISTRICT #8 AUDIT REPORT PER TEXAS HEALTH AND SAFETY CODE 775.082.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept the Fiscal Year 2020 Hays County Emergency Services District #8 Audit Report per Texas Health and Safety Code 775.082. All present voted "Aye." MOTION PASSED.

36320 ACCEPT THE DELIVERY OF THE COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT'S (CSCD) FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING ON AUGUST 31, 2020 FOR FILING WITH THE HAYS COUNTY COMMISSIONERS COURT PURSUANT TO LOCAL GOVERNMENT CODE, SECTION 140.004(D) AND THE TEXAS DEPARTMENT OF CRIMINAL JUSTICE-COMMUNITY JUSTICE ASSISTANCE DIVISIONS FINANCIAL MANAGEMENT MANUAL.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept the delivery of the Community Supervision and Corrections Department's (CSCD) Financial Statements for the Fiscal Year ending on August 31, 2020 for filing with the Hays County Commissioners Court pursuant to Local Government Code, Section 140.004(d) and the Texas Department of Criminal Justice-Community Justice Assistance Divisions Financial Management Manual. All present voted "Aye." MOTION PASSED.

36321 AUTHORIZE THE SHERIFF'S OFFICE TO USE SHERIFF DRUG FORFEITURE FUNDS TO PURCHASE EMERGENCY EQUIPMENT VALUED AT \$9,825.00 AND AMEND THE BUDGET ACCORDINGLY.

Rodrigo Amaya made a public comment against this item. Dan Lyon made a public comment against this item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to use Sheriff Drug Forfeiture Funds to purchase emergency equipment valued at \$9,825.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36322 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO ACCEPT A PROPOSAL FROM MATCHLESS ACOUSTIC CEILINGS FOR THE JUVENILE PROGRAMS COMPUTER LAB UTILIZING GRANT FUNDS FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the Juvenile Probation Department to accept a proposal from Matchless Acoustic Ceilings for the Juvenile Programs Computer Lab utilizing grant funds from the Texas Juvenile Justice Department (TJJD) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



APRIL 20, 2021

- 36323 AUTHORIZE PAYMENT TO WALDRIP INSURANCE AGENCY FOR THE COUNTY COURT AT LAW JUDGE #2 IN THE AMOUNT OF \$875 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.**

Rodrigo Amaya made a public comment against the purchase order not being issued. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to Waldrup Insurance Agency for the County Court at Law Judge #2 in the amount of \$875 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 36324 CALL FOR A PUBLIC HEARING ON APRIL 27, 2021 REGARDING AN APPLICATION FOR HOUSING TAX CREDITS RELATED TO THE PROPOSED 1800 APARTMENTS PROJECT BEING SUBMITTED BY THE NRP GROUP, PURSUANT TO SECTION 2306.67071 OF THE TEXAS GOVERNMENT CODE TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to call for a public hearing on April 27, 2021 regarding an application for housing tax credits related to the proposed 1800 Apartments project being submitted by The NRP Group, pursuant to Section 2306.67071 of the Texas Government Code to the Texas Department of Housing and Community Affairs. All present voted "Aye." MOTION PASSED.

- 36325 APPROVE SPECIFICATIONS FOR IFB 2021-B06 RM 3237 ROUNDABOUT AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

Judge Becerra stated he would like to have awareness raised regarding the work the county has done. Commissioner Shell stated he believed there are plans for public announcements once the work is complete. Commissioner Smith noted he was excited about this project. This is one of seven projects in the Driftwood area that outline the Driftwood Valley. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve specifications for IFB 2021-B06 RM 3237 Roundabout and authorize Purchasing to solicit for bids and advertise All present voted "Aye." MOTION PASSED.

- 36326 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.**

Commissioner Jones stated this item was reviewed over this past week, and the change order was recommended by staff. Jerry Borchering, Director of Transportation, stated this is for the construction of an environmental pond near Onion Creek, that was not included in the original contract. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe 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. All present voted "Aye." MOTION PASSED.

- 36327 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND K FRIESE AND ASSOCIATES, INC. TO PROVIDE POST CONSTRUCTION DRAINAGE REPORT & DOCUMENTS FOR THE LIME KILN ROAD PROJECT IN PRECINCT 4.**

Commissioner Smith stated this item is a part of the 2016 Roads Bond Project. He stated after construction is complete a Letter of Map Revision for FEMA will be needed. This item provides the engineering services which were unanticipated at the beginning of the project. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement between Hays County and K Friese and Associates, Inc. to provide post construction drainage report & documents for the Lime Kiln Road project in Precinct 4. All present voted "Aye." MOTION PASSED.



APRIL 20, 2021

36328 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL #3 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC FOR THE POSEY ROAD AT IH-35 PROJECT AS PART OF THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM.

Rodrigo Amaya made a public comment against this item. Commissioner Ingalsbe stated this item is due to an increase of requests on this project. Judge Becerra requested additional information regarding request fees. Jerry Borcharding, Director of Transportation, and Commissioner Shell gave the court an explanation about the request process and the fees associated with the request. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute Supplemental #3 to the Professional Services Agreement (PSA) between Hays County and Dannenbaum Engineering Company - Austin, LLC for the Posey Road at IH-35 project as part of the Hays County/TxDOT Partnership Program. All present voted "Aye." MOTION PASSED.**

36329 AWARD RFQ 2021-Q06 CDBG ENGINEERING SERVICES TO TRC ENGINEERS, INC. AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Shell stated there were 10 firms that responded to this bid. There was a selection committee and the firm that was selected had the highest score. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to award RFQ 2021-Q06 CDBG Engineering Services to TRC Engineers, Inc. and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

36330 ACCEPT A PROPOSAL FROM SI MECHANICAL, LLC FOR INSTALLATION OF A REPLACEMENT HVAC SYSTEM (12.5 TON RHEEM RTU) AT THE JUVENILE DETENTION CENTER AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made a public comment regarding not using SI Mechanical for county work any longer. Commissioner Smith stated there was an open RFQ. Marisol Villarreal- Alonzo, Auditor, stated this item was sent out for quotes and SI Mechanical was the lowest. Commissioner Ingalsbe stated the HVAC system that is in place is no longer functional. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept a Proposal from SI Mechanical, LLC for installation of a replacement HVAC System (12.5 Ton Rheem RTU) at the Juvenile Detention Center and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Judge Becerra called for a break that began at 10:22 a.m. and resumed back into open court at 10:31 a.m.

36331 AWARD CONTRACT FOR IFB 2021-B05 CONCRETE CONTRACTOR TO MYERS CONCRETE CONSTRUCTION, LP.

Aaron Jones, Roads Department, gave the court an explanation of the review committee process. He stated there were issues with references given for the low bid, therefore, the committee had to review the other contractors. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to award contract for IFB 2021-B05 Concrete Contractor to Myers Concrete Construction, LP. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Judge Becerra reopened this item for discussion at 12:11 p.m.

Mark Kennedy, General Counsel, stated that the notice that is statutorily required was not sent out to the other firms to have an opportunity to appear in court, therefore the motion would need to be rescinded. The item will be brought back to court next meeting, so that the notice can be sent out as required. **A motion was made by Judge Becerra, seconded by Commissioner Shell to rescind the motion to award contract for IFB 2021-B05 Concrete Contractor to Myers Concrete Construction, LP. All present voted "Aye." MOTION PASSED.**

36332 AWARD THE CONTRACT FOR IFB 2021-B07 SIGNAL POLES TO WILDCAT ELECTRIC SUPPLY, CO.

Commissioner Shell stated there were two respondents to the bid request. The bid was awarded to Wildcat Electric Supply Co. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to award the contract for IFB 2021-B07 Signal Poles to Wildcat Electric Supply, Co. All present voted "Aye." MOTION PASSED.**



APRIL 20, 2021

36333 AUTHORIZE A CONTRACT AMENDMENT WITH WILDCAT ELECTRIC SUPPLY, CO RELATED TO IFB 2021-B07 SIGNAL POLES PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.0305.

Commissioner Shell stated this item in necessary for a correction to the lump sum amount. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize a Contract Amendment with Wildcat Electric Supply, Co related to IFB 2021-B07 Signal Poles pursuant to Texas Local Government Code, Ch. 262.0305. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Executive Session began at 11:30 a.m. and resumed back into open court at 12:11 p.m.

36334 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.

Judge Becerra stated there was much consideration over the past two weeks. He thanked all the applicants. The court congratulated Marcus Pacheco, Director of Development Services. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to appoint Marcus Pacheco as Director of Development Services for Hays County at the minimum of grade 118 effective April 20, 2021. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #29 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 \$45,375.00 for the week of April 11 – April 17, 2021. The number of outsourced males was 108 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 4, Department of Public Safety – 3, Hays County Sheriff's Department – 40, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 28, San Marcos Police Department - 24, Texas State Police Department – 1. No action was taken.

Clerk's Note Agenda Item #31 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.

36335 DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE 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.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the resolution of the Hays County Commissioners Court in opposition to House Bill 4618 of the 87th Regular Session of the Texas Legislature. All present voted "Aye." MOTION PASSED.

Mark Kennedy, General Counsel, stated it may be best for the county to make a statement by resolution regarding the Senate Bill 1557. Commissioner Smith stated he has had issues regarding condominium regimes. Mark Kennedy, General Counsel, noted that is just one type of the many issues. Commissioner Ingalsbe thanked Marcus Pacheco, Development Services Director, for bringing awareness of these issues to each court member. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Resolution of the Hays County Commissioners Court in opposition to Senate Bill 1557 of the 87th Regular Session of the Texas Legislature. All present voted "Aye." MOTION PASSED.**



APRIL 20, 2021

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 12:24 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 April 20, 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 30, 2021 payroll disbursements in an amount not to exceed \$4,042,000.00 effective April 30, 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 27, 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 end of month payroll disbursements not to exceed \$4,042,000.00.

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

Approve out of state travel for Detective Nelson Wray to attend the Mac Forensics Training Course on May 31-June 11, 2021 in Hoover, Alabama.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 27, 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 Detective Nelson Wray to attend the Mac Forensics Training Course on May 31-June 11, 2021 in Hoover, Alabama.

Detective Wray is currently assigned to the Sheriff's Office Forensics Lab. This course will focus on Mac forensic data recovery topics, tools, and practices through a combination of lecture, instructor-led demonstrations, and practical exercises. The course will familiarize students with data recovery situations and solutions that may occur in a Mac forensic environment, using various data recovery tools and techniques to identify and recover information of investigative relevance from Mac digital media, and reporting and presenting evidence found during a Mac forensics investigation.

All fees including registration, lodging, and per diem will be paid for by the U.S. Secret Service.

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 donation of law enforcement supplies to the Sheriff's Office valued at \$7,200 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 27, 2021	

LINE ITEM NUMBER

001-618-00.5206

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 96 units of Narcan Naloxone HCSI Nasal Spray from Adapt Pharma. Narcan Naloxone nasal spray is used for the treatment of an opioid emergency or overdose. The items will be distributed to patrol for emergencies, the contribution is valued at \$7,200.00.

Attached: Adapt Pharma Master Packing List PAC1069674

Budget Amendment

Increase Contributions 001-618-00-4610

Increase Law Enforcement Supplies 001-618-00.5206



Master Packing List

Master Packing List:

PAC1069674

ADAPT PHARMA INC
401 PLYMOUTH ROAD
SUITE 400
PLYMOUTH MEETING, PA 19462
Phone: 866-666-3835
Fax: 614-652-7919

Distributed by Specialty Pharmaceutical Services
501 Mason Road Suite 200
LaVergne, TN 37086
US
SBP # 4326

Ship To:

UTHSC-SA
1307 Uhland Rd
Margaret Vieger Hays County Sheriffs Off
San Marcos, TX 78666
US
615-793-4400

Bill To:

UTHSC-SA
PO Box 40310
San Antonio, TX 78229
US

Shipment	Order Date	Trans-in/Ship Date	Carrier	Total Weight	DEA #	SBP #
SID1132431	04/09/2021	04/12/2021	FedEx Express	16.000		AP109719
Total Containers	Carrier Service	Route	Customer P/O	Order		
1	F11		1240137	6940567		
Item	Description Containers Form 222 Lot Date (Quantity)	NDC # UOM	Quantity	Shipped	Weight	
6954735302G	NARCAN NALOXONE HCI NASAL SPRAY 4MG/1ML M1837712 201730 October 31, 2023 (96)	69547035302 CARTON	96	96	14.400	
<p>@ \$75.00 ea \$7,200.00</p>						

SELLER HAS COMPLIED WITH EACH APPLICABLE SUBSECTION OF FDCA SEC 581(27)(A) THROUGH (G)

DSCSA transaction data for qualified prescription drugs can be accessed via PharmaTracing.com

Version 2.5

Date/Time

4/12/21 1:40 PM

Page

Page 1 of 1

10/11/21
RECEIVED

There is a new order pending in the system, please login to review the pending order: NARCANDirect.com

Shipping Summary

Hays County Sheriffs Office Margaret Vieger

AXE04344-Hays County Sheriffs Office


1307 Uhland Rd

San Marcos, TX, US 78666

Ph: 5123937369

PO Number: 1240137

Expected Delivery Date: 04-14-2021

Image	Item Description	Carton Price	Case Qty	Carton Total	Price Total
	NDC: 69547-353-02 Line Item Comment: NARCAN® (Naloxone HCl) NASAL Spray 4mg	\$75.00	8	96	\$7200.00

Shipping Free

Order Total \$7200.00

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

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #: TRN-2021-4221-UTL Road Name: Winters Mill Pkwy (Overhead) Utility Company: PEC (Electric)



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/24/2021 .

Utility Company Information:

Name: Pedernales Electric Cooperative, Inc.

Address: 1810 FM 150 West Kyle TX

Phone: 8309929969

Contact Name: Mike Moore

Engineer / Contractor Information:

Name: Pedernales Electric Cooperative, Inc.

Address: 1810 FM 150 West Kyle TX 78640

Phone: 8309929969

Contact Name: Mike Moore

Hays County Information:

Utility Permit Number: TRN-2021-4221-UTL

Type of Utility Service: Overhead electric line.

Project Description:

Road Name(s): Winters Mill Parkway, , , , , ,

Subdivision:

Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

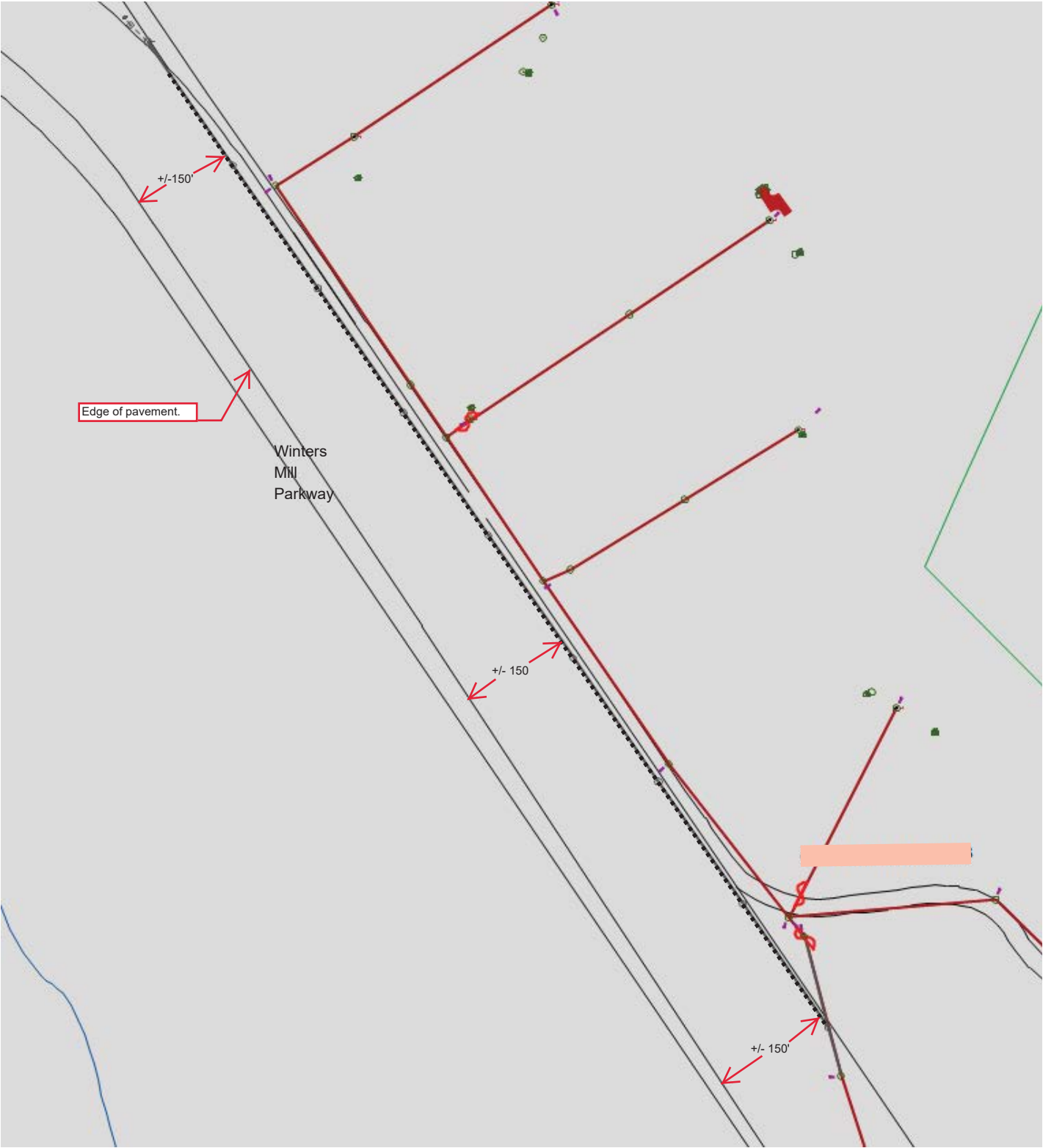
Engineering Technician

04/07/2021

Signature

Title

Date



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute Amendment No.1 to the Interlocal Agreement #2020-0107, Task Order 1, between Hays County and Texas State University related to the Blanco "No Discharge" Study.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 27, 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
	INGALSBE	N/A

SUMMARY

This Amendment results in an extension of time for completion, but does not modify any other aspects of the Task Order 1.

AMENDMENT TO INTERLOCAL AGREEMENT # 2020-0107, TASK ORDER 1
Amendment Number 1

THIS INTERLOCAL AGREEMENT AMENDMENT is made by and between the State of Texas acting by and through the Hays County (County) and Texas State University (University), and shall become effective when fully executed by both parties.

BACKGROUND

The Receiving Agency and the Performing Agency executed An **INTERLOCAL MASTER AGREEMENT # 2020-0107** on August 31, 2020 and Task Order 1 executed on December 8, 2020 concerning the **Blanco "No Discharge" Study**.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interagency Cooperation Contract to amend the contract as follows:

AGREEMENT

Project Schedule within the Task Order #1 shall be replaced in its entirety to read as:

Project Schedule:

Project will start on or after November 17, 2020 and be complete no later than June 30, 2021.

All other terms and conditions of the above numbered Interagency Cooperation Contract not hereby amended remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

HAYS COUNTY

TEXAS STATE UNIVERSITY

By: _____

By: _____

Walter E. Horton, Jr., Ph.D.

Chief Research Officer

Date: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute three Texas Workforce Commission Data Exchange Requests and Safeguard Plans related to Information Release Contracts for the Hays County Criminal District Attorney's Office, the Hays County Sheriff's Office, and the Hays County Constable, Precinct #1 Office.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	April 27, 2021	\$1,500 per entity per year

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MAU/CUTLER/PETERSON	INGALSBE	N/A

SUMMARY

See attached material. The current Contracts for the DA's Office and the Sheriff's Office are set to expire on July 31, 2021. The current Contract for the Constable, Pct #1 Office is set to expire on September 30, 2021. TWC requires entities to submit new Data Exchange Requests and Safeguard Plans in order for TWC to draft renewal Contracts. Any renewal Contracts will then be brought to Commissioners Court for approval.

TWC Data Exchange Request and Safeguard Plan

CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Criminal District Attorney's Office 712 S. Stagecoach Trail, Ste. 2057 San Marcos, TX 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail, Ste. 2057
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement Previous/Current Contract #: <u>2920PEN061</u> <input type="checkbox"/> There are other contracts between TWC and the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input checked="" type="checkbox"/> other: please specify: to assist in locating respondents and witnesses in asset forfeiture cases and child protection cases (language will be inserted into contract)
9.	Requested length of contract	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
DATA REQUESTED		Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry</u> : View wage information of ran individual. <u>Coworker Search</u> : View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information</u> : View demographic information of r an individual. <u>Claims</u> : View unemployment insurance claim information. <u>Payments</u> : View unemployment insurance payment info. <u>Employer Search</u> : Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File</u> : Search Employer Master File and view state unemployment tax information.

12.	Method of receiving data	<p><input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts:</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * </p> <p>* Please send a detailed justification on organizational letterhead if more than 25 accounts are requested.</p> <p>Volume/quantity of ONLINE users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested:</p> <p style="text-align: right; margin-right: 100px;">1500</p> <hr/> <p><input type="checkbox"/> Offline access: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify: </p> <p> <input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications (see pg. 5 for details) including data field names. <input type="checkbox"/> One-time request for large quantity of records. Attach specifications (see pg. 5 for details) including data field names. <input type="checkbox"/> One-time request for one or a few records. (Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.) </p> <p>Volume/quantity of offline records requested per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000 </p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
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	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) <input checked="" type="checkbox"/> We will ONLY view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or <input type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data sharing with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data sharing with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	<input checked="" type="checkbox"/> Vulnerability testing <input checked="" type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits <input type="checkbox"/> Other – Please specify: Specify frequency for each that was checked:
18.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input checked="" type="checkbox"/> Other, If Other specify: Each user maintains an inquiry log with case or cause number referenced per inquiry.
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21.	When will data destruction occur?	<p>Consistent with Texas State Libraries and Archives Commission (state records retention laws)</p> <p><input type="checkbox"/> Consistent with other standards: Please specify:</p> <p><input checked="" type="checkbox"/> N/A - We do not retain data.</p>
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	CONTACTS	
22.	Point of Contact Name (for daily matters)	Matthew Grantham
23.	Point of Contact Title	Chief Investigator
24.	Point of Contact Phone	(512)393-7618
25.	Point of Contact E-mail	matthew.grantham@co.hays.tx.us
26.	Point of Contact Address	712 South Stagecoach Trail, Ste. 2057, San Marcos, TX 78666
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	(512)393-2219
29.	Alternate Point of Contact E-mail	jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio Street, Ste. 202, San Marcos, TX 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	(512)393-2251
34.	Signatory E-mail	ruben.becerra@co.hays.tx.us
35.	Signatory Address	111 East San Antonio Street, Ste. 300, San Marcos, TX 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	(512)393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	(512)393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	712 South Stagecoach Trail, Ste. 1071, San Marcos, TX 78666

All statements and information on this form are true and correct to the best of my knowledge.
The person signing is authorized to legally bind their organization to the terms of the contract.

 Signature Authority Date _____

 Printed Name

For questions on how to complete this request form, contact DEContracts@twc.state.tx.us.

STOP HERE if you are only seeking online access.

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OFFLINE INFORMATION REQUEST SPECIFICATIONS

(Describe in detail and be as specific as possible.)

1. Provide a reason for the request (*e.g., statutory citation or rule number*):
2. Is this a one-time or an ongoing request? ☐ One-Time ☐ On-going
If ongoing, specify time duration and frequency of data exchange (*e.g., Annual for the next three calendar years, Quarterly, Monthly*):
3. Description of the request (*If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.*):
4. If other specific data elements are requested, provide a data format.

TWC Data Exchange Request and Safeguard Plan

CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Sheriff's Office
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	810 S. Stagecoach Trail
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement Previous/Current Contract #: _____ <input type="checkbox"/> There are other contracts between TWC and the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Purpose for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
9.	Requested length of contract	<input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years
10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
DATA REQUESTED		Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry:</u> View wage information of an individual. <u>Coworker Search:</u> View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information:</u> View demographic information of an individual. <u>Claims:</u> View unemployment insurance claim information. <u>Payments:</u> View unemployment insurance payment info. <u>Employer Search:</u> Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File:</u> Search Employer Master File and view state unemployment tax information.

12.	Method of receiving data	<p><input checked="" type="checkbox"/> Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts:</p> <p> <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * </p> <p>* Please send a detailed justification on organizational letterhead if more than 25 accounts are requested.</p> <p>Volume/quantity of ONLINE users of Personal Identifiable Information (PII) information per year. Estimated number of individual records requested:</p> <hr/> <p><input type="checkbox"/> Offline access: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests:</p> <p> <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify: </p> <p> <input type="checkbox"/> Ad hoc request for non-scheduled requests. Attach specifications (see pg. 5 for details) including data field names. <input type="checkbox"/> One-time request for large quantity of records. Attach specifications (see pg. 5 for details) including data field names. <input type="checkbox"/> One-time request for one or a few records. (Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990.) </p> <p>Volume/quantity of offline records requested per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time:</p> <p> <input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000 </p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p>De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
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16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	<input checked="" type="checkbox"/> Vulnerability testing <input checked="" type="checkbox"/> Penetration testing <input checked="" type="checkbox"/> Audits <input type="checkbox"/> Other – Please specify: Specify frequency for each that was checked: Frequency is up to two times per year for FBI, DPS and CJIS compliance. Anti-virus scans are daily, and updates are monthly. Internal assessments are done quarterly.
18.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
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CONTACTS		
22.	Point of Contact Name (for daily matters)	Michael Briggs Hays County Sheriff's Office
23.	Point of Contact Title	Lieutenant
24.	Point of Contact Phone	512-393-7822
25.	Point of Contact E-mail	michael.briggs@co.hays.tx.us
26.	Point of Contact Address	810 S. Stagecoach Trail San Marcos TX 78666
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	512-393-2219
29.	Alternate Point of Contact E-mail	jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio, Suite 202 San Marcos TX 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	512-393-2251
34.	Signatory E-mail	ruben.becerra@co.hays.tx.us
35.	Signatory Address	111 East San Antonio, Suite 300 San Marcos TX 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
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38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
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42.	Invoice Recipient E-mail	marisol.alonzo@co.hays.tx.us
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The person signing is authorized to legally bind their organization to the terms of the contract.

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 Printed Name

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CONTRACTOR INFORMATION		Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Constable Pct. 1 712 S. Stagecoach Trl. #2210 San Marcos, Texas 78666
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	712 S. Stagecoach Trail Suite#2210
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, Texas
6.	New request or renewal of an existing contract?	<input type="checkbox"/> New request <input checked="" type="checkbox"/> Renewal of existing agreement Previous/Current Contract #: <u>2921PEN007</u> <input type="checkbox"/> There are other contracts between TWC and the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
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	CONTACTS	
22.	Point of Contact Name (for daily matters)	Michael Varela Hays County Constable Pct. 1
23.	Point of Contact Title	Chief Deputy Constable
24.	Point of Contact Phone	512 393-7730
25.	Point of Contact E-mail	Michael.varela@co.hays.tx.us
26.	Point of Contact Address	712 S. Stagecoach Trail Suite #2210
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	512 339-2219
29.	Alternate Point of Contact E-mail	Jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	111 East San Antonio Street, Suite 202 San Marcos, Texas 78666
31.	Signatory Name	Ruben Becerra
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37.	Data Technology Contact Phone	512 393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	512 393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	Marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666

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The person signing is authorized to legally bind their organization to the terms of the contract.

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Printed Name

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the Letter of Credit #SBPTX303414 for 2 years (maintenance) in the amount of \$22,979.07, and accept the Letter of Credit #SBPTX303415 for 1 year (revegetation) in the amount of \$15,938.03 for El Dorado subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 27, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Staff recommends acceptance of construction of 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. A construction bond was not recorded at the Clerk's Office for this project, so there is nothing to release back to the contractor or developer.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

April 14, 2021

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

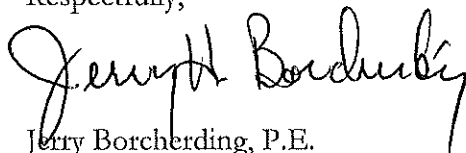
RE: El Dorado subdivision

Dear Commissioners and Judge:

R. Anne Gallup, P.E. with Gallup Engineering, is requesting that Hays County accept construction of the roads and drainage improvements for El Dorado subdivision, accept the Letter of Credit #SBPTX303414 for 2 years (roads & drainage areas) in the amount of \$22,979.07, and accept the Letter of Credit #SBPTX303415 for 1 year (revegetation) in the amount of \$15,938.03. A concurrence letter and as-built plans have been received as required by Hays County. A construction bond was not issued for this subdivision prior to the start of construction, so we will not be releasing any bonds.

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

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation

R. Anne Gallup, P.E.
GALLUP ENGINEERING
Firm Registration #F-2284
174 S. Guadalupe Street, Suite 204
San Marcos, Texas 78666
(512)392-3816
anne@gallupengineering.com

February 17, 2021

To Whom it May Concern

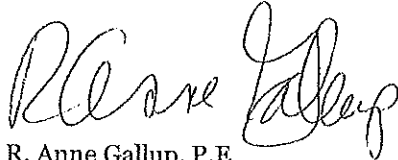
RE: El Dorado Subdivision, Camino Real (SH21)
TNR Development Permit Number: 17-13658; Hays County: SUB-1070);
Caldwell County Project No. 070004-64-001; City of Mustang Ridge
Engineer's Concurrence Letter

This letter is to inform you that I performed a final site inspection of the El Dorado Subdivision. Please accept this letter as my certification that the civil portion of this project is substantially complete and has been built to my plans and specifications, conditional upon completion of the items described in a punch list enclosed with this letter.

Regarding the establishment of vegetation on disturbed areas of the site, this concurrence letter is written prior to establishment of vegetation with the understanding that the punch list items will be addressed, and that the establishment of vegetation will occur via an agreement that is executed between the jurisdiction and the developer (or the party of which transference of ownership has occurred); see note 7 of Restoration Plan Notes on Drawing SR-1 of the As-built Construction Plans. The stabilization of the disturbed areas of the site and the installation of the punch list items are a condition of this concurrence letter.

Enclosed are the As-built Construction Plans and I certify that the improvements described in the as-built documents comply with the subdivision ordinances adopted by the city of Mustang Ridge, Hays County, Travis County, and Caldwell County.

Respectfully Submitted,



R. Anne Gallup, P.E.



Civil Engineer
Firm Registration #F-2284
Texas P.E. Registration #79435

Enclosures: As-built Construction Plans: El Dorado Subdivision [PLANS]
Punch List
Plat: El Dorado Subdivision [PLAT]



ZIONS BANCORPORATION, N.A.
DBA AMEGY BANK
INTERNATIONAL BANKING
1717 WEST LOOP SOUTH, 22ND FL
HOUSTON, TX 77027
SWIFT: ZFNB US 55 HOU

DATE OF ISSUE: APRIL 12, 2021

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBPTX303414

BENEFICIARY: HAYS COUNTY 2121 YARRINGTON ROAD, SUITE 200 KYLE, TEXAS 78640	APPLICANT: MILLENNIUM INTERESTS LIMITED 7719 N HUNTERS COURT DR HOUSTON, TEXAS 77055
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AMOUNT: USD 22,979.07 (TWENTY TWO THOUSAND NINE HUNDRED AND SEVENTY NINE US DOLLARS AND SEVEN)

EXPIRATION DATE: APRIL 12, 2024 AT OUR COUNTERS

AT THE REQUEST OF THE APPLICANT, WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR AS BENEFICIARY UP TO AN AGGREGATE AMOUNT OF USD 22,979.07 (TWENTY TWO THOUSAND NINE HUNDRED AND SEVENTY NINE US DOLLARS AND SEVEN) .

THIS LETTER OF CREDIT IS AVAILABLE FOR PAYMENT AGAINST PRESENTATION OF YOUR DRAFT(S) AT SIGHT DRAWN ON ZIONS BANCORPORATION, N.A. DBA AMEGY BANK, BEARING THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. SBPTX303414 OF ZIONS BANCORPORATION, N.A. DBA AMEGY BANK, HOUSTON, TEXAS" TO BE ACCOMPANIED BY ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS THERETO (IF ANY) AND THE FOLLOWING DOCUMENTS REQUIRED AS NOTED BELOW. THE ORIGINAL LETTER OF CREDIT WILL BE RETURNED TO YOU FOLLOWING OUR NOTATION THEREON OF THE AMOUNT OF SUCH DRAFT(S) DRAWN HEREUNDER. IF THE AMOUNT OF THE DRAFT IS FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, THE ORIGINAL LETTER OF CREDIT WILL BE RETAINED BY US.

DOCUMENTS REQUIRED:

1. . BENEFICIARY'S WRITTEN STATEMENT PURPORTEDLY SIGNED BY ITS AUTHORIZED REPRESENTATIVE READING AS FOLLOWS:

"THE UNDERSIGNED IS AUTHORIZED TO MAKE THE FOLLOWING STATEMENT ON BEHALF OF HAYS COUNTY, TEXAS ("BENEFICIARY"). BENEFICIARY HEREBY CERTIFIES THAT AN EVENT OF DEFAULT HAS OCCURRED UNDER THAT CERTAIN AGREEMENT BETWEEN BENEFICIARY AND MILLENNIUM INTERESTS, LTD. ("APPLICANT") WITH RESPECT TO THE CONSTRUCTION OF INFRASTRUCTURE CONSISTING OF ROADS, DETENTION POND, ETC. ('LAND WORK') IN HAYS COUNTY, AS DEFINED THEREIN, AND THAT SUCH DEFAULT IS ONGOING. THE AMOUNT OF THE DRAFT PRESENTED REPRESENTS THE AMOUNT KNOWN BY ME TO BE REQUIRED TO COMPLETE CONSTRUCTION OF LAND WORKS."

WE HEREBY AGREE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE HONORED UPON PRESENTATION TO US AS SPECIFIED HEREIN.

IN THE EVENT OF A DRAWING, ALL ORIGINAL DOCUMENTS INCLUDING THIS ORIGINAL LETTER OF CREDIT AND SIGHT DRAFT MUST BE DISPATCHED IN ONE LOT BY OVERNIGHT COURIER DIRECTLY TO OUR INTERNATIONAL DEPARTMENT AT THE ADDRESS AT THE TOP OF THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IN ALL CORRESPONDENCE PLEASE QUOTE OUR REFERENCE: SBPTX303414

IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION, PLEASE CALL US AT 713-232-2106 OR 713-232-2083 OR EMAIL US AT INTERNATIONAL@AMEGYBANK.COM.


AUTHORIZED SIGNATURE
Gwendolyn Moss, AVP

LETTER OF CREDIT NO.: SBPTX303414



ZIONS BANCORPORATION, N.A.
DBA AMEGY BANK
INTERNATIONAL BANKING
1717 WEST LOOP SOUTH, 22ND FL
HOUSTON, TX 77027
SWIFT: ZFNB US 55 HOU

DATE OF ISSUE: APRIL 12, 2021

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SBPTX303415

BENEFICIARY: HAYS COUNTY 2121 YARRINGTON ROAD, SUITE 200 KYLE, TEXAS 78640	APPLICANT: MILLENNIUM INTERESTS LIMITED 7719 N HUNTERS COURT DR HOUSTON, TEXAS 77055
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AMOUNT: USD 15,938.03 (FIFTEEN THOUSAND NINE HUNDRED AND THIRTY EIGHT US DOLLARS AND THREE)
EXPIRATION DATE: APRIL 12, 2022 AT OUR COUNTERS

AT THE REQUEST OF THE APPLICANT, WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR AS BENEFICIARY UP TO AN AGGREGATE AMOUNT OF USD 15,938.03 (FIFTEEN THOUSAND NINE HUNDRED AND THIRTY EIGHT US DOLLARS AND THREE) .

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IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION, PLEASE CALL US AT 713-232-2106 OR 713-232-2083 OR EMAIL US AT INTERNATIONAL@AMEGYBANK.COM.


AUTHORIZED SIGNATURE
Gwendolyn Moss, AVP

LETTER OF CREDIT NO.: SBPTX303415

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 \$618,972.50 for Hymeadow, Section 3, Phase 1 Subdivision (Bond #LICX1204150).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 27, 2021	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	N/A

SUMMARY

The final plat for Hymeadow, Section 3, Phase 1 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.

FINAL SUBDIVISION PLAT: HYMEADOW SECTION THREE, PHASE ONE HAYS COUNTY, TEXAS

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 = 0.999970017
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000130
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 0°33'44"

SIZE(AC)	#
≥10	—
≥5 <10	—
≥2 <5	—
≥1 <2	—
<1	84

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221
SUBMITTAL DATE: 06/10/2019
TOTAL AREA OF THIS PLAT: 13.128 AC.
TOTAL NUMBER OF LOTS: 84
RESIDENTIAL: 81
OPEN SPACE: 2
WASTEWATER LOT: 1

LINEAR FEET OF NEW STREETS

PERIOD PASS 1066
DELTA CREST 537
LIGHT TIMBER ROAD 660
TEMPEST TRAIL 553

CLAYTON PROPERTIES GROUP, INC.,
A TENNESSEE CORPORATION
d/b/a BROHN HOMES
90.264 ACRES
(19005818)

C.O.S.M.
GPS PT. 10
GRID N: 13,888,162.71
GRID E: 2,320,954.79
ELEV. 629.35'
NAD83

GRID COORDINATES:
N = 13885231.39
E = 2337509.44

OWNER AND DEVELOPER:
ARROYO CAP II-1, LLC
18575 JAMBOREE RD, SUITE 300
IRVINE, CA. 92612

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

LEONARD GERMER
47.2 ACRES
(380/264)

COUNTY LINE WATER SUPPLY
1.0 ACRE
(179/246)

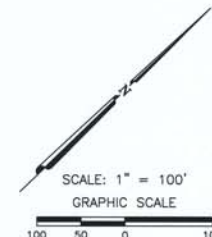
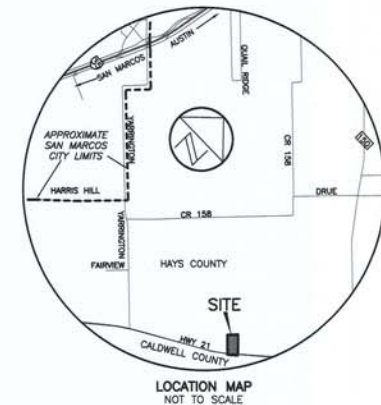
NANCY JO MEYERS
TRACT ONE:
CALLED 49.5 ACRES
EXHIBIT "A"
(2018-003228)

NANCY JO MEYERS
TRACT TWO:
CALLED 49.48 ACRES
EXHIBIT "C"
(2018-003228)

NANCY JO MEYERS
TRACT THREE:
CALLED 24 ACRES
EXHIBIT "D"
(2018-003228)

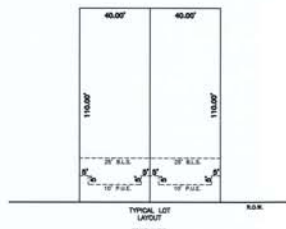
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P1.dwg
PLOT DATE:
4/07/2021
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
01 OF 03



- LEGEND
- 1/2" REBAR WITH CAP FOUND AS NOTED
 - CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - CONCRETE HIGHWAY MONUMENT FOUND
 - SIDEWALK LOCATION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - () RECORD INFORMATION

LASALLE HOLDINGS, LTD.
811.38 ACRES
(2909/684)



**FINAL SUBDIVISION PLAT:
HYMEADOW SECTION THREE, PHASE ONE
HAYS COUNTY, TEXAS**

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 REPORTS BY BINKLEY & BARFIELD, INC. DATED DECEMBER 2019 FOR HYMEADOW 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 SERVED BY GRAVITY WASTEWATER LINES WHICH FLOW INTO A LIFT STATION. THEN THE WASTEWATER WILL FLOW THROUGH A FORCE MAIN TO THE WASTEWATER TREATMENT PLANT ON THE SOUTH SIDE OF HEMPHILL CREEK.
8. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY ESD #5 AND HAYS CISD.
9. A 10 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: TEMPEST TRAIL, LIGHT TIMBER ROAD, PERIODT PASS, DELTA CREST, AND STATE HIGHWAY 21. 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 HOMEOWNER'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. LOTS 10, BLOCK A, AND 3, BLOCK B ARE OPEN SPACE LOTS. THESE LOTS TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION. THESE LOTS 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 HYMEADOW 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.
18. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES AND OPEN SPACE DRAINAGE WAYS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. PARKLAND DEVELOPMENT FEE ADDRESSED IN PICP PERMIT #2019-28603.
20. LOT 1, BLOCK F IS A WASTEWATER LOT AND HEREBY DEDICATED TO AQUA TEXAS FOR THE PURPOSE OF A WASTEWATER LIFT STATION.
21. THIS SUBDIVISION IS LOCATED WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

SINGLE FAMILY LOTS — AREA SUMMARY

BLOCK A:			BLOCK E:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.10	4460	1	0.17	7375
2	0.10	4401	2	0.10	4401
3	0.10	4401	3	0.10	4401
4	0.10	4401	4	0.10	4401
5	0.10	4401	5	0.10	4401
6	0.10	4401	6	0.10	4401
7	0.10	4401	7	0.10	4401
8	0.10	4401	8	0.10	4401
9	0.13	5671	9	0.10	4401
			10	0.10	4401
BLOCK B:			BLOCK F:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.13	5802	1	0.11	4600
2	0.10	4401	2	0.11	4600
			3	0.11	4600
BLOCK C:			BLOCK G:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.18	7962	1	0.12	5367
2	0.10	4430	2	0.10	4401
3	0.10	4430	3	0.10	4401
4	0.10	4430			
5	0.10	4429			
6	0.10	4429			
7	0.10	4429			
8	0.10	4429			
9	0.10	4429			
10	0.10	4429			
11	0.10	4428			
12	0.10	4428			
13	0.10	4428			
14	0.12	5401			
BLOCK D:					
Lot	Acres	Sq. Ft.			
1	0.13	5491			
2	0.10	4401			
3	0.10	4401			
4	0.10	4401			
5	0.10	4401			
6	0.10	4401			
7	0.10	4401			
8	0.10	4401			
9	0.10	4401			
10	0.10	4401			
11	0.10	4401			
12	0.10	4401			
13	0.10	4401			
14	0.10	4401			
15	0.11	4817			
16	0.12	5367			
17	0.10	4401			
18	0.10	4401			
19	0.10	4401			
20	0.10	4401			
21	0.10	4401			
22	0.10	4401			
23	0.10	4401			
24	0.10	4401			
25	0.10	4401			
26	0.10	4401			
27	0.10	4401			
28	0.10	4401			
29	0.10	4401			
30	0.13	5841			

OPEN SPACE LOTS — AREA SUMMARY

BLOCK A:		
Lot	Acres	Sq. Ft.
10	0.46	20183

BLOCK B:		
Lot	Acres	Sq. Ft.
3	0.10	4474

WASTE WATER LOTS — AREA SUMMARY

BLOCK F:		
Lot	Acres	Sq. Ft.
1	0.14	5914

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N41°40'43"W	94.87'
L2	S48°24'09"W	17.03'
L3	N46°22'35"W	49.55'
L4	S43°37'25"W	0.51'
L5	N47°03'02"W	4.68'
L6	N46°04'59"W	15.00'
L7	S41°17'38"E	50.01'
L8	S48°24'09"W	7.65'
L9	S41°48'35"E	92.94'
L10	N48°24'09"E	71.47'
L11	N43°55'01"E	85.67'
L12	S48°24'09"W	67.01'
L13	S48°24'09"W	87.23'
L14	N43°55'01"E	85.01'
L15	S46°04'59"E	90.01'
L16	S46°04'59"E	105.01'
L17	N43°55'01"E	85.01'
L18	S48°16'11"W	86.08'
L19	S48°12'17"W	4.36'
L20	N47°03'02"W	55.30'
L21	N48°32'31"E	40.55'
L22	N43°55'01"E	110.01'
L23	N43°55'01"E	110.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	85°30'52"	37.32'	S88°50'25"E	33.95'
C2	25.00'	94°29'08"	41.23'	N01°09'35"E	36.72'
C3	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C4	25.00'	94°29'08"	41.23'	S01°09'35"W	36.72'
C5	25.00'	85°30'52"	37.32'	S88°50'25"E	33.95'
C6	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C7	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'
C8	25.00'	94°29'08"	41.23'	N01°09'35"E	36.72'
C9	25.00'	85°30'52"	37.32'	N88°50'25"W	33.95'
C10	25.00'	90°00'00"	39.28'	N01°04'59"W	35.36'
C11	25.00'	89°58'38"	39.26'	S01°04'18"E	35.35'
C12	25.00'	90°01'35"	39.28'	N88°55'22"E	35.36'

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P1.dwg
PLOT DATE:
4/07/2021
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
02 OF 03

**FINAL SUBDIVISION PLAT:
HYMEADOW SECTION THREE, PHASE ONE
HAYS COUNTY, TEXAS**

OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT ARROYO CAP II-1, LLC, ACTING BY AND THROUGH JEFFREY B. BROUETTE, EXECUTIVE VICE PRESIDENT, AS OWNER OF 38.795 ACRES SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 13.128 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

HYMEADOW SECTION THREE, PHASE ONE,

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; 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____.

ARROYO CAP II-1, LLC,
a Delaware limited liability company

By: Arroyo Cap II, LLC
a Delaware limited liability company,
its sole member

By: _____
Jeffrey B. Brouette
Executive Vice President

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:

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 13.128 ACRES (APPROXIMATELY 571.850 SQ. FT.) OF LAND IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 38.795 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED TO CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, DOING BUSINESS AS BROHN PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NO. 19005818, OPRHCT, and being the south corner herein; and from point, a 1/2-inch rebar found at the most southerly corner of an 811.38 acre tract described in Volume 2909, Page 684 (OPRHCT), same being the most easterly corner of said 38.795 acre tract bears North 48° 12' 17" East, 1123.85 feet; and also from which point, a broken Texas Department of Transportation (TxDOT) type I Concrete Highway Monument found for the easterly terminus of the curving north right-of-way line of said State Highway 21, at engineer's centerline station PT 290+59.4 bears South 48° 12' 17" West, 4.36 feet.

BEGINNING at a 1/2-inch rebar with Chaparral cap set on the northwesterly right-of-way line of State Highway 21 (right-of-way width varies), for the southeast corner of that certain 90.264 acre tract of land described in the Special Warranty Deed to Clayton Properties Group, Inc., a Tennessee corporation, doing business as Brohn Properties Group, Inc., of record in Document No. 19005818, OPRHCT, and being the south corner herein; and from point, a 1/2-inch rebar found at the most southerly corner of an 811.38 acre tract described in Volume 2909, Page 684 (OPRHCT), same being the most easterly corner of said 38.795 acre tract bears North 48° 12' 17" East, 1123.85 feet; and also from which point, a broken Texas Department of Transportation (TxDOT) type I Concrete Highway Monument found for the easterly terminus of the curving north right-of-way line of said State Highway 21, at engineer's centerline station PT 290+59.4 bears South 48° 12' 17" West, 4.36 feet.

THENCE with the northeast line of said 90.264 acre tract and southwest line of said 38.795 acre tract, the following eight (8) courses and distances:

- 1) North 41°40'43" West, 94.87 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 2) North 41°35'51" West, 159.92 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 3) South 48°24'09" West, 17.03 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 4) North 46°04'37" West, 599.55 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 5) North 46°22'35" West, 49.55 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 6) South 43°37'25" West, 0.51 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point.
- 7) North 46°04'36" West, 110.32 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point, and
- 8) North 47°03'02" West, 4.68 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for the northwest corner herein; and from which point, a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" found for angle point in said northeast line bears North 47° 03' 02" West, 55.30 feet.

THENCE departing the northeast line of said 90.264 acre tract and crossing said 38.795 acre tract, the following eight (8) courses and distances:

- 1) North 43°55'01" East, 381.54 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point.
- 2) North 46°04'59" West, 15.00 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point.
- 3) North 43°55'01" East, 172.02 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for the northeast reentrant corner of said 38.795 acre tract.
- 4) South 46°04'59" East, 822.46 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point.
- 5) South 41°17'38" East, 50.01 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point.
- 6) South 48°24'09" West, 7.65 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point, and
- 7) South 41°35'51" East, 110.01 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set for angle point, and
- 8) South 41°48'35" East, 92.94 feet to a 1/2-inch rebar with yellow plastic cap stamped "CHAPARRAL BOUNDARY" set on the northwest line of said State Highway 21, for the southeast corner herein.

THENCE South 48°12'17" West, with said northwest right-of-way line, 529.76 feet to the POINT OF BEGINNING, containing 13.128 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".

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

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.

ERIC VAN GASSBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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.

Bryan D. Newsome 07 April 2021
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.

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

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

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P1.dwg
PLOT DATE:
4/07/2021
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
03 OF 03

SUBDIVISION BOND

Bond No.: LICX1204150

Principal Amount: \$618,972.50

KNOW ALL MEN BY THESE PRESENTS, that we

Starlight Homes Texas, LLC

10721 Research Blvd., Bldg. B, Suite 210, Austin, TX 78729

as Principal, and

Lexon Insurance Company

12890 Lebanon Road, Mt. Juliet, TN 37122

a

TX

Corporation, as Surety, are held and firmly bound unto

Hays County,

2171 Yarrington Road, Suite 100, Kyle, TX 78640

as Oblige, in the penal sum of

Six Hundred Eighteen Thousand Nine Hundred Seventy Two Dollars and 50/100

(Dollars) (\$ 618,972.50)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Starlight Homes Texas, LLC has agreed to construct in Hymeadow Section 3, Phase 1 Subdivision, in Kyle, Texas the following improvements:

Street Drainage, Water and Wastewater Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 25th day of March, 2021

Starlight Homes Texas, LLC

Principal

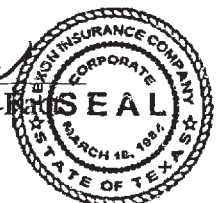
By: M. Rife

Lexon Insurance Company

Surety

By: Kelly A. Gardner

Attorney-in-Fact





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Kelly A. Gardner**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: LICX1204150

Principal: Starlight Homes Texas, LLC

Obligee: Hays County

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of March, 2021

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois}

$$\} \text{ SS.}$$

County of DuPage }

On March 25, 2021, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Diane M. Rubright, Notary Public

Commission No. 817036

SUBDIVISION BOND

Bond No.: LICX1204149

Principal Amount: \$476,054.42

KNOW ALL MEN BY THESE PRESENTS, that we

Starlight Homes Texas, LLC

10721 Research Blvd., Bldg. B, Suite 210, Austin, TX 78729

as Principal, and

Lexon Insurance Company

12890 Lebanon Road, Mt. Juliet, TN 37122

a

TX

Corporation, as Surety, are held and firmly bound unto

Hays County

2171 Yarrington Road, Suite 100, Kyle, TX 78640

as Oblige, in the penal sum of

Four Hundred Seventy Six Thousand Fifty Four Dollars and 42/100

(Dollars) (\$ 476,054.42), lawful money of the

United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Starlight Homes Texas, LLC has agreed to construct in

Hymeadow Section 3, Phase 2 Subdivision, in Kyle, Texas the following improvements:

Street, Drainage, Water and Wastewater Improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 25th day of March, 2021

Starlight Homes Texas, LLC

Principal

By: 

Lexon Insurance Company

Surety

By: 

Kelly A. Gardner Attorney-in-Fact





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Kelly A. Gardner**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: LICX1204149

Principal: Starlight Homes Texas, LLC

Obligee: Hays County

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of March, 2021

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

County of DuPage }

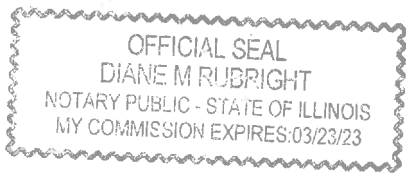
On March 25, 2021, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036



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 \$476,054.42 for Hymeadow, Section 3, Phase 2 Subdivision (Bond #LICX1204149).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 27, 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 Hymeadow, Section 3, Phase 2 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.

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"

LOT SIZE CHART	
SIZE(AC)	#
≥10	—
≥5 <10	—
≥2 <5	—
≥1 <2	—
<1	88

SURVEY ABSTRACT: WILLIAM HEMPHILL SURVEY, ABS. 221
SUBMITTAL DATE:
TOTAL AREA OF THIS PLAT: 14.329 AC.
TOTAL NUMBER OF LOTS: 88
RESIDENTIAL: 87
OPEN SPACE: 1

NAME	LENGTH	R.O.W. WIDTH	CLASSIFICATION
DELTA CREST	1287	50'	LOCAL
THISTLE LANE	858	50'	LOCAL
TEMPEST TRAIL	565	50'	LOCAL

CLAYTON PROPERTIES GROUP, INC.,
A TENNESSEE CORPORATION
d/b/a BROHN HOMES
(19005818)

LEONARD GERMER
47.2 ACRES
(380/264)

OWNER AND DEVELOPER:
ARROYO CAP II-1, LLC
18575 JAMBOREE RD. SUITE 300
IRVINE, CA. 92612

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

COUNTY LINE WATER SUPPLY
1.0 ACRE
(179/246)

NANCY JO MEYERS
TRACT ONE:
CALLED 49.3 ACRES
EXHIBIT "A"
(2018-003228)

NANCY JO MEYERS
TRACT TWO:
CALLED 49.48 ACRES
EXHIBIT "C"
(2018-003228)

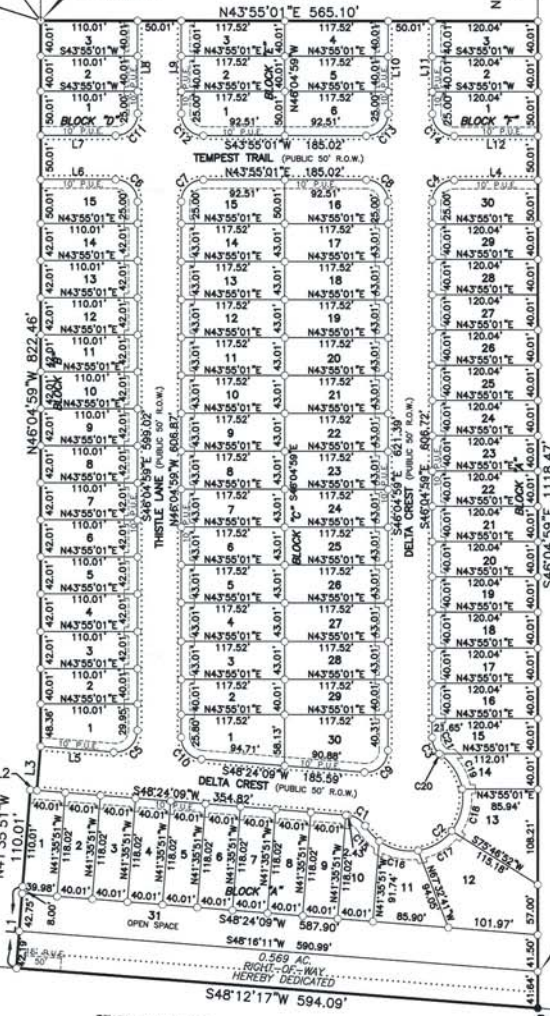
NANCY JO MEYERS
TRACT THREE:
CALLED 24 ACRES
EXHIBIT "D"
(2018-003228)

DAWSON L. SCHNAUTZ &
KIMBERLEY SCHNAUTZ
CALLED 80 ACRES
(129/318)
(384/712)

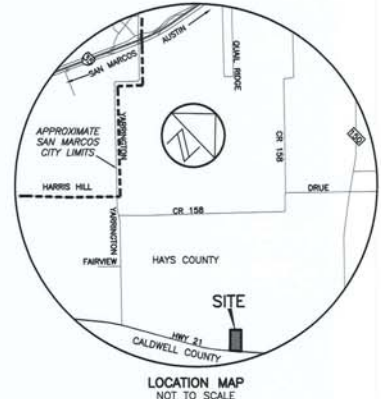
FINAL SUBDIVISION PLAT: HYMEADOW SECTION THREE, PHASE TWO HAYS COUNTY, TEXAS

GRID COORDINATES:
N = 13886319.03
E = 2337176.37

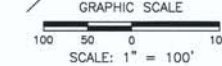
K MARCOS
331.552 ACRES
18042121



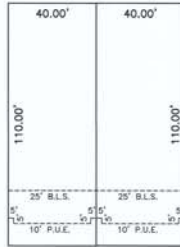
GRID COORDINATES:
N = 13885979.23
E = 2338343.88



WILLIAM HEMPHILL SURVEY,
ABS. 2210



LEGEND	
●	1/2" REBAR WITH CAP FOUND AS NOTED
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
■	CONCRETE HIGHWAY MONUMENT FOUND
D.E.	DRAINAGE EASEMENT
W.L.E.	WATER/WASTEWATER LINE EASEMENT
.....	SIDEWALK LOCATION
()	RECORD INFORMATION



TYPICAL LOT
LAYOUT
SCALE: N.T.S.

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P2
PLOT DATE:
4/07/2021 14:35
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
01 OF 03

**FINAL SUBDIVISION PLAT:
HYMEADOW SECTION THREE, PHASE TWO
HAYS COUNTY, TEXAS**

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, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. REFER TO THE FLOODPLAIN STUDY AND DETENTION ANALYSIS REPORTS BY BINKLEY & BARFIELD, INC. DATED DECEMBER 2019 FOR HYMEADOW PRE AND POST DEVELOPED 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 10-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: STATE HIGHWAY 21, DELTA CREST, THISTLE LANE, AND TEMPEST 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 HOMEOWNER'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 31, BLOCK A 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 HYMEADOW 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 10' CORNER LOT SIDE SETBACK AND DRIVEWAY SPACING OF ONE DRIVEWAY PER PROPERTY.
18. DRAINAGE FACILITIES FOR WATER QUALITY PURPOSES AND OPEN SPACE DRAINAGE WAYS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. PARKLAND DEVELOPMENT FEE ADDRESSED IN PICP PERMIT #2019-28700.
20. THIS SUBDIVISION IS LOCATED WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

SINGLE FAMILY LOTS - AREA SUMMARY

BLOCK A:			BLOCK C:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.10	4721	1	0.14	6178
2	0.10	4721	2	0.11	4701
3	0.10	4721	3	0.12	5054
4	0.10	4721	4	0.12	5054
5	0.10	4721	5	0.12	5054
6	0.10	4721	6	0.12	5054
7	0.10	4721	7	0.12	5054
8	0.10	4721	8	0.12	5054
9	0.10	4721	9	0.12	5054
10	0.10	4323	10	0.12	5054
11	0.13	5550	11	0.12	5054
12	0.24	10318	12	0.12	5054
13	0.16	7159	13	0.12	5054
14	0.09	3806	14	0.12	5054
15	0.11	4757	15	0.13	5742
16	0.11	4802	16	0.13	5742
17	0.11	4802	17	0.12	5054
18	0.11	4802	18	0.12	5054
19	0.11	4802	19	0.12	5054
20	0.11	4802	20	0.12	5054
21	0.11	4802	21	0.12	5054
22	0.11	4802	22	0.12	5054
23	0.11	4802	23	0.12	5054
24	0.11	4802	24	0.12	5054
25	0.11	4802	25	0.12	5054
26	0.11	4802	26	0.12	5054
27	0.11	4802	27	0.12	5054
28	0.11	4802	28	0.12	5054
29	0.11	4802	29	0.11	4701
30	0.14	5869	30	0.17	7213

BLOCK B:			BLOCK D:		
Lot	Acres	Sq. Ft.	Lot	Acres	Sq. Ft.
1	0.13	5635	1	0.12	5367
2	0.10	4401	2	0.10	4401
3	0.11	4621	3	0.10	4401
4	0.11	4621			
5	0.11	4621	BLOCK E:		
6	0.11	4621	1	0.13	5742
7	0.11	4621	2	0.11	4701
8	0.11	4621	3	0.11	4701
9	0.11	4621	4	0.11	4701
10	0.11	4621	5	0.11	4701
11	0.11	4621	6	0.13	5742
12	0.11	4621			
13	0.11	4621	BLOCK F:		
14	0.11	4621	Lot	Acres	Sq. Ft.
15	0.12	5367	1	0.14	5869
			2	0.11	4802
			3	0.11	4802

OPEN SPACE LOTS - AREA SUMMARY

BLOCK A:
LOT 31 24794 Sq Feet

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N41°48'34"W	92.94'
L2	N48°24'09"E	7.65'
L3	N41°17'38"W	50.01'
L4	S43°55'01"W	95.04'
L5	S48°24'09"W	83.31'
L6	N43°55'01"E	85.01'
L7	N43°55'01"E	85.01'
L8	N46°04'59"W	105.01'
L9	N46°04'59"W	105.01'
L10	S46°04'59"E	105.01'
L11	S46°04'59"E	105.01'
L12	N43°55'01"E	95.04'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	25.00'	53°58'05"	23.55'	S75°23'12"W	22.69'
C2	60.01'	202°25'19"	212.00'	S01°09'35"W	117.73'
C3	25.00'	53°58'05"	23.55'	S73°04'02"E	22.69'
C4	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C5	25.00'	94°29'08"	41.23'	S01°09'35"W	36.72'
C6	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C7	25.00'	90°00'00"	39.28'	N01°04'59"W	35.36'
C8	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C9	25.00'	94°29'08"	41.23'	S01°09'35"W	36.72'
C10	25.00'	85°30'52"	37.32'	N88°50'25"W	33.95'
C11	25.00'	90°00'00"	39.28'	N01°04'59"W	35.36'
C12	25.00'	90°00'00"	39.28'	S88°55'01"W	35.36'
C13	25.00'	90°00'00"	39.28'	S01°04'59"E	35.36'
C14	25.00'	90°00'00"	39.28'	N88°55'01"E	35.36'
C15	60.01'	22°40'31"	23.75'	S88°58'01"E	23.59'
C16	60.01'	44°22'39"	46.48'	N57°30'24"E	45.32'
C17	60.01'	43°17'57"	45.35'	N13°40'07"E	44.28'
C18	60.01'	48°03'56"	50.34'	N32°00'50"W	48.88'
C19	60.01'	44°00'17"	46.09'	N78°02'56"W	44.96'
C20	25.00'	6°43'13"	2.93'	N83°18'33"E	2.93'
C21	25.00'	47°14'52"	20.62'	S69°42'25"E	20.04'

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1722
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P2
PLOT DATE:
4/07/2021 08:18
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
02 OF 03

**FINAL SUBDIVISION PLAT:
HYMEADOW SECTION THREE, PHASE TWO
HAYS COUNTY, TEXAS**

OWNER'S ACKNOWLEDGEMENT AND DEDICATION STATEMENT:

THAT ARROYO CAP II-1, LLC, ACTING BY AND THROUGH JEFFREY B. BROUETTE, EXECUTIVE VICE PRESIDENT, AS OWNER OF 38.795 ACRES SITUATED IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, IN HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 14.329 ACRES AS DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS DESCRIPTION, AND HEREBY ADOPT THIS PLAT DESIGNATING THE TRACT AS FINAL SUBDIVISION PLAT:

HYMEADOW SECTION THREE, PHASE TWO,

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____.

ARROYO CAP II-1, LLC,
a Delaware limited liability company

By: Arroyo Cap II, LLC
a Delaware limited liability company,
It's sole member

By: _____
Jeffrey B. Brouette
Executive Vice President

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.

Bryan D. Newsome 07 April 2021
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.

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:

A DESCRIPTION OF 14.329 ACRES (APPROXIMATELY 624,178 SQ. FT.) IN THE WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 221, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 38.795 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED TO ARROYO CAP II-1, LLC, DATED NOVEMBER 13, 2020, OF RECORD IN DOCUMENT NO. 20052471, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (OPRHCT); SAID 13.128 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found on the northeasterly right-of-way line of State Highway 21 (right-of-way width varies), for the south corner of that called 811.38 acre tract described in the Special Warranty Deed from Easy Kyle Partners, L.P. to LaSalle Holdings, Ltd., and also being the most easterly corner of said 331.552 acre tract.

THENCE South 48° 12' 17" West, with said northwesterly right-of-way line, 594.09 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for the south corner herein.

THENCE leaving said northwest right-of-way line and crossing said 38.795 acre tract, the following five (5) courses and distances:

1. North 41° 48' 34" West, 92.94 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for angle point,
2. North 41° 35' 51" West, 110.01 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for angle point,
3. North 48° 24' 09" East, 7.65 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for angle point,
4. North 41° 17' 38" West, 50.01 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for angle point, and
5. North 46° 04' 59" West, 822.46 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set for the northeast reentrant corner of said 38.795 acre tract.

THENCE North 43° 55' 01" East, with a north line of said 38.795 acre tract, a distance of 565.10 feet to a 1/2-inch rebar with "CHAPARRAL BOUNDARY" cap set on a south line of said 811.38 acre tract, being on the northeast line of said 38.795 acre tract, for the north corner herein; and from which point, a 1/2-inch rebar found for a south reentrant corner of said 811.38 acre tract bears North 46° 04' 59" West, 1830.64 feet.

THENCE South 46° 04' 59" East, with the south line of said 811.38 acre tract and northeast line of said 38.795 acre tract, a distance of 1118.47 feet to the POINT OF BEGINNING and containing 14.329 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 SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GASSBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, INTERIM DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

**STATE OF TEXAS:
COUNTY OF HAYS:**

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING 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

**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

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1434-001
DRAWING NO.:
1434-001-PL S3P2
PLOT DATE:
4/07/2021 14:25
PLOT SCALE:
1" = 100'
DRAWN BY:
BDN, JB, RGH
SHEET
03 OF 03

SUBDIVISION BOND

Bond No.: LICX1204149

Principal Amount: \$476,054.42

KNOW ALL MEN BY THESE PRESENTS, that we

Starlight Homes Texas, LLC

10721 Research Blvd., Bldg. B, Suite 210, Austin, TX 78729

as Principal, and

Lexon Insurance Company

12890 Lebanon Road, Mt. Juliet, TN 37122

a

TX

Corporation, as Surety, are held and firmly bound unto

Hays County,

2171 Yarrington Road, Suite 100, Kyle, TX 78640

as Oblige, in the penal sum of

Four Hundred Seventy Six Thousand Fifty Four Dollars and 42/100

(Dollars) (\$ 476,054.42), lawful money of the

United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Starlight Homes Texas, LLC has agreed to construct in

Hymeadow Section 3, Phase 2 Subdivision, in Kyle, Texas the following improvements:

Street, Drainage, Water and Wastewater Improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 25th day of March, 2021

Starlight Homes Texas, LLC

Principal

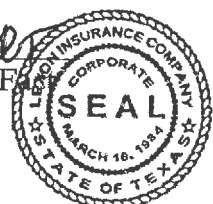
By: [Signature]

Lexon Insurance Company

Surety

By: [Signature]

Kelly A. Gardner Attorney-in-Fact





SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Kelly A. Gardner**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: LICX1204149

Principal: Starlight Homes Texas, LLC

Obligee: Hays County

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M. Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of March, 2021

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

County of DuPage }

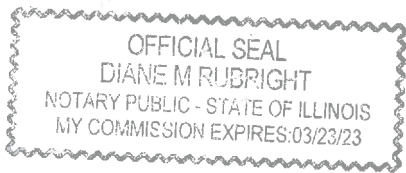
On March 25, 2021, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide right-of-way acquisition services for the FM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a contract, granting an exemption to formal procurement pursuant to Texas Local Government Code Section 262.024(a)(4) (professional services).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	April 27, 2021	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The FM 3237 Safety Improvements project from RM 150 to RM 12 is currently under design by American Structurepoint, Inc. and requires ROW acquisition services. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the purchase of a proximity card reader for the fueling system at 2171 Yarrington, authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(4), and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

\$9500.00

LINE ITEM NUMBER

020-710-00.5718_700

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

Due to an upgrade to Windows 10 by I.T., the fuel system is not compatible, so there is a need to upgrade. The attached quote is for the additional cost of upgrading plus the labor.

Budget Amendment:

Decrease 020-710-00.5351 Road Material and Supplies

Increase 020-710-00.5718_700 Software Capital



Innovation that works.

14833 Bulverde Road
San Antonio, Texas 78247
210-661-2489

DATE: 4-22-21

Purchaser: Hays County Road Department

Hays County Road Department
830 Jacobs Well Rd.
Wimberley, Texas 78676

JF Petro Group (hereinafter "JF Petro Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:

K800 to Hybrid Covert Chip Phoenix:

Kit includes FSC3000 Fuel Controller, FIT Chip for Island Terminal, Proximity Card Reader, Phoenix SQL Lite and Training on the Start Up and use of the SQL Lite by OPW Technical Support.

Pricing:

Installation Labor and Materials	\$9,500.00
Taxes	\$0.00
Total	\$9,500.00

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Nine Thousand Five Hundred Dollars and 00/100 Cents (\$9,500.00) (the "Agreement Price") which includes applicable sales tax.

This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.

PAYMENT SCHEDULE:

Due Upon Signing: \$4500

Due Upon Completion: \$5000

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. **ACCEPTANCE:** This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a.

Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b.

Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement in compliance with Chapter 2251 of the Texas Government Code, until paid.

c.

Purchaser is a tax exempt governmental entity. If Seller is responsible for taxes from the transaction, Purchaser shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d.

In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contract and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e.

Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a.

Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in

transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. To the extent permitted by law, Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and **Purchaser shall at all times provide adequate ballast.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. To the extent permitted by law, Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

7. **GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. **MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. **RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. **ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. **MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HAYS COUNTY, TEXAS.** All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY PETROLEUM SOLUTIONS, INC. IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF Petro Group SIGNATURE BELOW.

JF Petro Group

By: _____

Danny Togo

Title: Sales Representative

Date: 4-20-21

ACCEPTED FOR: _____

By: _____

Printed Name: Danny Togo

Title: _____

Date: 4-23-21

PROJECT INFORMATION

Please provide the following information:

Date: _____ Salesman: _____

Site Name: _____

Street Address: _____

City/State//Zip: _____

Phone: _____ Fax: _____

TCEQ Facility ID #: _____

Legal Description: _____

Ownership Names(s): _____

Mailing Address: _____

Phone: _____ Fax: _____

Billing Address: _____

Contact Name(s): _____

Phone: _____ Fax: _____

Cell: _____ e-mail: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the purchase for new camera licenses and firmware for the security system at 2171 Yarrington and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 20, 2021	\$7100.54

LINE ITEM NUMBER

020-710-00-5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a waiver to the County Purchasing policy of three quotes due to replacement of component parts for equipment.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

SUMMARY

Because the camera software for the security system is not compatible with Windows 10, there is a need to upgrade the software license and firmware. The attached quote is for the additional cost of upgrading plus the labor. Due to the replacement of component parts for equipment, the department is requesting a County Purchasing Policy waiver from obtaining three quotes.

Budget Amendment:

Decrease 020-710-00.5351 Road Material and Supplies

Increase 020-710-00.5718_700 Software Capital

Camera licenses and firmware upgrade for 16 cameras

April 7, 2021

Presented To:
Hays County
Ivey S

Presented By:
Sean Finegan

Location:
Address
Address
City, ST ZIP

Scope of Work: See Attached

Scope of work : TXMAS Contract [18-8402](#)

		Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Units	Description	Rate	Total
			\$0.00
0			\$0.00

[illegible]

Star Asset Security

			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Customer Signature: _____

Printed Name: _____

Title: _____

Phone # _____

Date: _____

Estimate Summary	Labor	\$0.00
	Travel Charge	\$0.00
	Material	\$7,100.54
	Shipping	\$0.00
	Subtotal	\$7,100.54
TAX Not Included		

ESTIMATE TOTAL: \$7,100.54

EXCLUSIONS

- Electrical work external to the System
- Repair or adjustments to any System or parts thereof not listed in an Exhibit/Addendum or in Scope of Work
- Paper, ribbons, disk, tapes, bulbs, lamps, fuses, filters, etc. used for the operation of the System
- Modifications/enhancements to any software, firmware, or hardware unless specifically noted in an Exhibit/Addendum
- Service is covered from normal wear and tear, not covered for any acts of God or nature
- Overtime work or testing unless specifically noted in the Scope of Work
- Performance or payment bond
- Temporary power, lighting, site water or trash removal
- Any concrete work and all 120V or higher work
- Providing when required 2 phone lines at the Control Panel
- Any painting or patching

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 related to the work performed by emergency personnel during the February 2021 blizzard and amend the budget appropriately.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

TBD

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

Discussion and possible action concerning timekeeping and possible payment of hours worked for emergency personnel during the February 2021 blizzard. Emergency personnel departments would include, Transportation Department, Emergency Services and Hays County Sheriff's Office. Consideration may be made for employees to be compensated with comp time or payment for the additional hours they spent serving the citizens of Hays County during the February 2021 official emergency closings.

As stated in the Employee Handbook:

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

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 on adopting Procedures for Temporary Use of County Roads for Civic Events pursuant to Texas Transportation Code 251.158.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 20, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Nathan Mendenhall

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

See attached order, application and indemnification agreement.

**COMMISSIONERS COURT ORDER ADOPTING PROCEDURES FOR
TEMPORARY USE OF COUNTY ROADS FOR CIVIC EVENTS IN
UNINCORPORATED AREAS OF THE COUNTY, PURSUANT TO CHAPTER
251 OF THE TEXAS TRANSPORTATION CODE.**

WHEREAS, the purpose of this order is to establish procedures for the temporary diversion of traffic from a county road located in an unincorporated area of the county; and

WHEREAS, Texas Transportation Code 251.158 allows the county commissioners court to establish such procedures for civic events (e.g. block parties, parades, school or university-sponsored events, television and film use, festivals, etc.); and

WHEREAS, the County Transportation Director and the County Fire Marshal recommends the adoption of these procedures.

NOW THEREFORE, it is hereby ordered by the Commissioners Court of Hays County, Texas:

**ARTICLE I
REQUIREMENTS**

1.01 Those seeking the temporary closure of a road in unincorporated Hays County for purposes of conducting a civic event, must submit the following items to the County Transportation Director, or their designee, no less than seven (7) business days before the event:

1. A completed Temporary Use of a County Road for Festival or Civic Event Application Form listing the name of the responsible party or group, the purpose of the temporary closure, the street name or names, limits, area and the date and hours of the requested closure; and
2. An executed and notarized Indemnification Agreement by the responsible officer of the group making the request;
3. Written authorization from the County Fire Marshal.

1.02 Additional conditions for granting the request for temporary road closure:

1. The duration of the temporary closure is generally limited to six hours; however, an extension of no more than two additional hours is subject to the approval of the County Transportation Director; and
2. The area of closure is to be limited to minimum area needed, depending on the type of event (e.g. block party, parade, festival, etc.); and
3. An alternative route must be available for traffic to use. This alternative route must not substantially inconvenience the public and must meet the approval of the County Transportation Director; and

4. The applicant must arrange, at their own cost, to have Sheriff or Constable deputies present.
5. The applicant must provide traffic control devices, designating closure, that complies with the Texas Manual of Uniform Traffic Control Devices; and
6. Any placement of a fixture within the street pavement is required to be portable and not fixed; and
7. Any additional requirements specified by the County Transportation Director, or their designee, and the County Fire Marshal, depending on the specific location and nature of the request.

Forms for the Application and Indemnification Agreement are available on the County Transportation Department and the County Fire Marshal's website.

ARTICLE II EFFECTIVE DATE

14.01 This Order shall become effective on April 6, 2021.

PASSED AND APPROVED THIS THE ____ DAY OF _____, 2021.

RUBEN BECERRA
County Judge

DEBBIE INGALSBE
Commissioner Precinct 1

MARK JONES
Commissioner Precinct 2

LON SHELL
Commissioner Precinct 3

WALT SMITH
Commissioner Precinct 4

ATTEST:

By: _____
ELAINE CARDENAS, MBA PhD
County Clerk



HAYS COUNTY TRANSPORTATION

2171 Yarrington Rd., Kyle, TX 78640

TEL: 512-393-7385

www.HaysCountyTX.com

APPLICATION FOR TEMPORARY USE OF COUNTY ROADWAYS FOR CIVIC EVENTS

NAME OF ORGANIZATION/PARTY: _____

CONTACT INFORMATION

NAME OF RESPONSIBLE OFFICER OF ORGANIZATION/PARTY: _____

PHONE NUMBER: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

PURPOSE OF TEMPORARY USE OF COUNTY ROADWAY(S): _____

DESCRIPTION OF LIMITS, AREA AND NAME OF STREET(S) TO BE CLOSED: _____

(PLEASE ATTACH A GOOGLE MAP SHOWING THE AREA HIGHLIGHTED)

DATE AND DURATION OF REQUESTED CLOSURE (MAX OF 6 HOURS IN MOST CASES): _____

INDEMNIFICATION AGREEMENT IS EXECUTED, NOTARIZED & ATTACHED: YES ☐

**I HAVE READ AND AGREE TO COMPLY WITH THE CONDITIONS OF THE HAYS COUNTY COMMISSIONERS COURT ORDER
PROCEDURES FOR TEMPORARY USE OF COUNTY ROADS FOR CIVIC EVENTS (ATTACHED).**

Applicant's Signature _____ Date: _____

FOR OFFICIAL USE ONLY:

REVIEWED/APPROVED BY COUNTY FIRE MARSHAL: _____
Signature Date

REVIEWED/APPROVED BY COUNTY TRANSPORTATION DIRECTOR/DESIGNEE: _____

Signature Date DENIED ☐

IF DENIED, DENIAL COMMENTS: _____

Rev. 3/30/2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider a continuation of the Local Disaster Declaration originally proclaimed by the County Judge on or about March 15, 2020, continued by resolution of Commissioners Court on March 16, 2020 and extended by the Court on July 14, 2020, September 15, 2020, December 8, 2020 and February 16, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 27, 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
	BECERRA	N/A

SUMMARY

See attached resolution.



RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

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

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

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

WHEREAS, the Hays County Commissioners Court resolved to continue the County Judge's Proclamation for one hundred and twenty (120) days, on March 16, 2020, once again continued it for sixty-two (62) days on July 14, 2020, and for ninety-one (91) days on September 15, 2020, and for sixty-three (63) days on December 8, 2020, and for seventy (70) days on February 16, 2021;

WHEREAS, the Hays County Commissioners Court's continuance of the County Judge's Proclamation will expire after April 27, 2021, unless again continued by the Hays County Commissioners Court; and

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

NOW, THEREFORE, BE IT RESOLVED that this Resolution continuing the County Judge's Declaration of Local Disaster executed on or about March 15, 2020, and continued by the Hays County Commissioners Court on March 16, 2020, July 14, 2020, September 15, 2020, December 8, 2020, and February 16, 2021 is hereby declared and shall continue for a period of not more than seventy-seven (77) days from the Effective Date cited below, unless this local state of disaster is rescinded or continued by subsequent action of the Hays County Commissioners Court.

RESOLVED, ORDERED, AND DECLARED to be EFFECTIVE the 27th day of April, 2021, by the Hays County Commissioners Court.

RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing on the proposed 1800 residential project in accordance with Tex. Gov't Code, §2306.67071(b) and authorize the execution of a Resolution of No Objection for an application submitted by The NPR Group to the Texas Department of Housing and Community Affairs.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

1800 Apartments project has proposed a development for affordable rental housing of approximately 324 units that will be located South of the intersection of Center Point Road and Center Point Court within the City of San Marcos extraterritorial jurisdiction in Hays County, Texas. This application is to obtain tax credits.



RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, 1800 Apartments Ltd. (the “Applicant”) has proposed a development for affordable rental housing of approximately 324 units called 1800 Apartments (the “Development”) that will be located South of the intersection of Center Point Road and Center Point Court within the City of San Marcos extraterritorial jurisdiction in Hays County (the “County”); and

WHEREAS, Applicant will submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for 2021 or 2022 4% Non-Competitive Housing Tax Credits for the Development (the “Application”);

WHEREAS, in accordance with 10 TAC §11.3(e) and §11.4(c)(1), the County acknowledges that the Development is proposed to be located in a census tract that has more than 20% Housing Tax Credit Units per total households as established by the 5-year American Community Survey;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the requirements of Tex. Gov’t Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the Commissioners Court in accordance with Tex. Gov’t Code, §2306.67071(a); and
2. The Commissioners Court has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and
3. The Commissioners Court has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b); and

FURTHER RESOLVED, that the Commissioners Court affirms that the proposed Development is consistent with Hays County’s obligation to affirmatively further fair housing; and that the Commissioners Court does not object to, and specifically supports, the Application.

FURTHER RESOLVED, that for and on behalf of the Commissioners Court, Elaine Cardenas, County Clerk is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

RESOLVED, ORDERED, AND DECLARED this the ____ day of _____, 2021, by the Hays County Commissioners Court.

RUBEN BECERRA
HAYS COUNTY JUDGE

ELAINE CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Amended and Restated Charter for the Hays County Parks & Open Space Advisory Committee (POSAC).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

See attached Charter.

CHARTER

Hays County Parks & Open Space Advisory Commission (POSAC) Adopted March 3, 2020 – Amended and Restated April 27, 2021

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

The role of the Committee shall be the following:

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

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

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

3. ~~Identify~~ Continue to analyze the fundamentally critical needs for Hays County projects that include parks, open space, scenic vistas, water quality, water quantity, endangered species habitat, access to water recreation, trails/trail systems, flood mitigation lands, and any other necessary land or water conservation project(s) in the context of the financial impact on taxpayers along with maintenance/management impacts, as well as community benefits.

4. Determine if candidate bond projects meet appropriate tests for inclusion in a \$75 Million Parks and Open Space bond-Bond program-Program with an affordable financial scope as will be established by Commissioners Court and coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:

- Projects should ~~Optimize~~ limited-available bond funding and maximize the value received for the outlay of taxpayer dollars by using-identifying creative, innovative financing vehicles and achieving economies of scale and other public benefits by ~~partnering-partnership~~ with public and private entities.
- Projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better.
- Projects should be able to be completed within five years of bond issuance.

- ~~All~~ pProjects must be consistent with County adopted plans and policies.
- ~~All~~ pProjects must demonstrate value and affordability and should include a fiscal impact analysis associated with operating and maintenance costs in order to inform the voting public.
- ~~All candidate~~ pProjects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.
- ~~All~~ pProjects should reflect Hays County's statutory responsibilities and include serious consideration of needs expressed by citizens and other local governmental entities.

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

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

~~7. Make recommendations to the Hays County Commissioners Court on the need for a bond election and the prospects for conducting a successful election in November 2020. If the POSAC believes a bond program is warranted, make recommendations to the Court on the overall scope of a prospective bond package and recommend a prioritized list of projects and/or project types, and report on the fiscal impacts to the County and to local jurisdictions.~~

The ~~final POSAC should~~ report ~~shall also include its~~ recommendations on projects to be considered ~~for funding through a future bond election by the Commissioners Court on a periodic basis, adding to the existing list of recommended POSAC projects, and incorporating new projects into the Tiered matrix already established by POSAC. The POSAB is asked to provide an initial status report to the Commissioners Court within three months after their first meeting, with a final report due no later than July 28, 2020.~~

CHARTER

Hays County Parks & Open Space Advisory Commission (POSAC)

Adopted March 3, 2020 – Amended and Restated April 27, 2021

The Parks and Open Space Advisory Commission (“POSAC”) shall be composed of seven members, with each of the five Commissioners Court members making one recommendation, confirmed by vote of the Hays County Commissioners Court along with their approval of two at-large members. The POSAC, with organizational support and structural guidance from a consultant to be hired by Hays County, will establish their own operating procedures (in compliance with this charter) and elect its own Chairperson. All meetings will be open to the public, with notice of meetings being provided to each POSAC member and advertised publically at least seventy-two (72) hours in advance.

The role of the Committee shall be the following:

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

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

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

3. Continue to analyze the fundamentally critical needs for Hays County projects that include parks, open space, scenic vistas, water quality, water quantity, endangered species habitat, access to water recreation, trails/trail systems, flood mitigation lands, and any other necessary land or water conservation project(s) in the context of the financial impact on taxpayers along with maintenance/management impacts, as well as community benefits.

4. Determine if candidate bond projects meet appropriate tests for inclusion in a \$75 Million Parks and Open Space Bond Program with an affordable financial scope as will be established by Commissioners Court and coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:

- _Projects should optimize available bond funding and maximize the value received for the outlay of taxpayer dollars by identifying creative, innovative financing vehicles and achieving economies of scale and other public benefits by partnership with public and private entities.
- _Projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better.
- _Projects should be able to be completed within five years of bond issuance.
- _Projects must be consistent with County adopted plans and policies.
- _Projects must demonstrate value and affordability and should include a fiscal impact

analysis associated with operating and maintenance costs in order to inform the voting public.

- _Projects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.
- _Projects should reflect Hays County's statutory responsibilities and include serious consideration of needs expressed by citizens and other local governmental entities.

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

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

The POSAC should report its recommendations on projects to be considered by the Commissioners Court on a periodic basis, adding to the existing list of recommended POSAC projects, and incorporating new projects into the Tiered matrix already established by POSAC.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a \$8,406.78 Service Agreement with Smiths Detection, Inc. related to the Industrial X-Ray Security Scanners located at the Hays County Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 27, 2021	\$8,407

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley/Sheriff Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office security division at the Government Center is requesting a building maintenance agreement for annual inspection, cleaning and calibration of the two X-Ray Security Scanners installed at the Government Center facility. The CWOP's director has available funding in the Building Maintenance contracts budget for this agreement.

Attachment: Smiths Detection, Inc. Service Agreement
GSA Contract #GS-07F-081DA

SERVICE AGREEMENT

This service agreement is by and between the following parties.

BUYER	Company Hays County Government Center	Contact Jeff Jordan
	Address 712 South Stagecoach Trail	Telephone 512-393-7683
	San Marcos, Texas 78666	Cell 512-210-4425
		Email jeff.jordan@co.hays.tx.us
SELLER	Company Smiths Detection, Inc	Contact Anthony DeCesaris
	Address 2202 Lakeside Blvd	Telephone 410-652-8937
	Edgewood, MD 21040	Facsimile 410-510-9500
		Email Anthony.decesaris@smiths-detection.com

For the period beginning **04/01/2021** and ending **03/31/2022**, Smiths Detection will provide parts and/or service as described herein. All applicable service for the equipment specified below shall be provided during Smiths normal working hours as requested by the Buyer, unless Agreement provisions stipulate otherwise.

Agreement Type	On-Site Agreement w/ Annual PMI	
Duration, and Payment Terms	Price \$8,406.78 Payment Terms: Net 30 Days	Duration: As shown above (1 Year)
Coverage Type	On-Site Service Coverage – 8:00a.m. – 5:00p.m., Monday-Friday excluding holidays	
Covered Equipment	Serial Number(s)	
HS 6040ds (\$4,203.39)	S/N 110897	
HS 6040ds (\$4,203.39)	S/N 110899	

Agreement does not include service required for: moving unit, damage caused by external sources or acts of God; Buyer's negligence or abuse; special modifications; damage to equipment which has been dropped, bumped, abused by Buyer or for any damage caused by Buyer other than ordinary use.

Estimated sales tax is included in this agreement and will be added to the invoice. If you are tax exempt, please provide an exemption certificate and sales tax will be omitted.

Smiths Detection, Inc.

(Buyer)

SIGNATURE _____

SIGNATURE _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Agreement shall become effective when signed by authorized officials of both parties – Price valid for 90 Days

Anthony DeCesaris**Manager, Aftermarket Sales**

2202 Lakeside Blvd

Edgewood, MD 21040

Direct Phone:(410) 652-8937 Fax:(410) 510-9500

anthony.decesaris@smiths-detection.com**ON-SITE SERVICE AGREEMENT**

- On-Site Service Coverage - 8:00a.m. - 5:00p.m. Monday - Friday Excluding Holidays
- Typical Response Time: Within 36 hours
- Includes All Labor, Travel Time and Travel Expenses
- Includes All Replacement Parts Required
- 24/7/365 Call Center Technical Support
- One Annual Preventive Maintenance Inspection (PMI)
- Complete Operational and Calibration Procedure Performed
- Valued Customer Status - 15% Discount On Instructor-led Training

Smith Detection, Inc.

GSA Contract# GS-07F-081DA

Exp. Date: 3/14/2026

PAYMENT

- **Payment terms are Net 30 Days from the date of receipt of the invoice.** Applicable state and local taxes are included in the price specified on this Agreement and will be added to all invoices. *Please make all checks payable to:* Smiths Detection or contact your representative for electronic transfer details.

MISCELLANEOUS

- All service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, exclusive of Smiths' published holidays, unless work outside these hours is approved in advance by Smiths or where the customer will be responsible for payment at the then-current Smiths billable rates.
- Unless otherwise noted, the prices specified are for equipment coverage for 12 months.
- If the equipment is not currently covered by a Smiths Service Agreement, equipment must be inspected by an authorized Service representative and must be deemed in good working condition. We will only offer coverage to units which are in good working order.
- Replacement parts may be new or refurbished and carry a ninety (90) day warranty or the remainder of the coverage of the Service Agreement, whichever is longer.
- Smiths Detection sales terms and conditions are hereby incorporated in this agreement and any purchase order that may result from this agreement will be in accordance with these terms and conditions. These terms and conditions can be located at the following Smiths Detection Website:
<https://www.smithsdetection.com/terms-conditions/terms-conditions-us/>

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Memorandum of Understanding Agreement between the Hays County Veteran's Treatment Court and Dr. Korey L. Watkins related to psychological evaluations and treatment programs for veterans.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-612-99-097.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Judge Chris Johnson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Dr. Watkins offers psychological assessments, diagnosis and treatments of veterans of the Hays County Veteran's Treatment Court. The Texas Veteran's Commission grant will fund all costs associated with treatments.

Attachments: Dr. Korey L. Watkins MOU

MEMORANDUM OF UNDERSTANDING

Between

Hays County Veterans Treatment Court
and **Dr. Korey L. Watkins**

Purpose: This Memorandum of Understanding (MOU) is between **Hays County Veterans Treatment Court (VTC)**, at 712 S. Stagecoach Trail, San Marcos, Texas 78666 and **Dr. Korey L. Watkins**, located at 589 N FM 1626, Suite 302 Buda, TX 78610. The purpose of this MOU is to set out the means of cooperation and coordination between the parties to provide services to veterans who are participants in the VTC. The above referenced entities are hereinafter and collectively referred to as the "the parties or party".

Background: Hays County, Texas established a Veterans Treatment Court pursuant to Chapter 617 of the Texas Health and Safety Code. This Court was established to support members of the Nations' armed forces and veterans in the local community.

The Parties of this Memorandum of Understanding accept as follows:

Hays County Veterans Treatment Court will be responsible for the following:

1. Identify and refer veterans for evaluations;
2. Complete the referral process; and
3. Remit payment for services provided within 45 days of receipt of invoice.

Dr. Korey L. Watkins will be responsible for the following:

1. Complete initial psychological assessment and determine diagnosis of referred veterans;
2. Provide feedback on the appropriate course of treatment as necessary;
3. Provide psychotherapy to individual veterans or their family members;
4. Provide written evaluation reports and/or progress reports;
5. Provide telephone intervention to veterans, as necessary;
6. Provide case consultation;
7. Submit a monthly invoice for provided services (see attached "negotiated" Fee Schedule which indicates the maximum amounts that can be billed for each service provided); and
8. Invoice veteran participants directly for "no show" to scheduled appointments.

Confidentiality of Records: For purposes of this Memorandum, "Confidential Information" shall include all information or material that has or could have commercial value or other non-commercial utility, including information about VTC Program Participant's criminal court-related information and/or any other information about said participant that is of a personal nature, including, but not limited to, said participants' name(s), addresses, telephone numbers, family information, employment information, school enrollment information, medical records information, military history information, criminal history information, or any other information (unstated herein) that would or could be considered "personal" in nature pertaining to said participants.

All individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPPA). Any possible release of records related to this MOU shall be in accordance with the Texas Public Information Act.

Time Periods. The nondisclosure provisions of this MOU shall survive the termination of this MOU and duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential information or the Veterans Treatment Court gives written notice releasing the obligation of such information, whichever occurs first.

Severability: If a court finds any provision of this MOU invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

Effective Date and Termination: This MOU is effective upon the signing by both parties. Either party shall have the right of termination of this agreement upon thirty (30) days written notification. Veterans Treatment Court will be responsible for payment for any services provided up and until the termination date.

Notice: Any notices in relation to this MOU shall be sent to the following contacts:

Hays County Veterans Treatment Court
Attn: Gerald Ramcharan
712 S. Stagecoach Trail, Suite
San Marcos, Texas 78666
gerald.ramcharan@co.hays.tx.us

*******Business*******
Attn: Korey Watkins
589 N FM 1626, Suite 302
Buda, TX 78610
drkoreylwatkins@gmail.com


Waiver: The failure to exercise any right provided in this MOU shall not be a waiver of prior or subsequent rights.

Miscellaneous: This MOU is non-exclusive. No element of this MOU will confer on one party the capacity to represent or act as an agent of the other.

Entire Understanding: The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Program Acceptance:

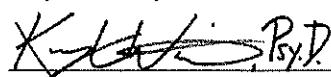

Gerald Ramcharan, Program Director
Hays County Veterans Treatment Court

12 APR 21
Date

Contract Execution:

Ruben Becerra, County Judge
Hays County, Texas

Date


Korey Watkins,
Sole Proprietor

04/11/2021
Date

VTC Provider Maximum Fee Schedule

9 Apr 2021

Provider	Service	Rate	Cost
Korey L. Watkins, Psy.D. Licensed Psychologist 589 N FM 1626, Suite 302 Buda, TX 78610			
	Initial Psychological Assessment/Evaluation:	Each	\$300.00
	Psychological Testing & Report Writing:	1 Hr.	\$250.00
	Individual Psychotherapy:	1 Hr.	\$200.00
	Couples/Marital Psychotherapy:	1 Hr.	\$200.00
	Telephone Intervention:	15 Min	\$45.00
	No Show for scheduled appointment:	Each	\$70.00
	Case Consultation and Staffing	1 Hr.	\$150.00

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 convert the Mobile Crisis Outreach Liaison, slot 0506-001 from a grant-funded position from the Office of the Governor to the Sheriff's Office operating budget effective 4/1/2021 through 9/30/2021 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 27, 2021	\$27,388

LINE ITEM NUMBER

001-618-99-127]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Sheriff's Office is requesting authorization to utilize salary savings to fund the position associated with Mental Health Crisis outreach from 4/1/21 to 9/30/21. This position was previously funded through a grant award through the OOG Criminal Justice Division. A grant extension was requested but was not approved by the granting agency. Additionally, a grant application is pending that will provide funding for this position beginning 10/1/21. The Sheriff would like to maintain the position until the new grant funds are awarded to maintain continuity with this program and the much-needed services this provides. Funds are available within the Sheriff's Operating budget due to attrition to fund this request.

Budget Amendment:

Reduce Sheriff Operating budget
(\$17,735) .5021 - Staff Salaries
(\$ 3,753) .5101] - Fringe
(\$ 5,900) .5160] - Insurances

Increase Sheriff Mental Health Crisis budget
\$17,735 .5021 - Staff Salaries
\$ 3,753 .5101] - Fringe
\$ 5,900 .5160] - Insurances

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 create the Combined Emergency Communication Center (CECC) Director position at a grade 116, authorize the Human Resources Department to post the position, and authorize the CECC Executive Board to fill the position within the approved grade and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

INGALSBE

SUMMARY

The position of CECC Director was funded for FY 21. This request will formally create the position, allow it to be posted, and allow the CECC Executive Board to hire a qualified candidate. The CECC Executive Board met on April 19th and approved the attached job description (see attached job description) and the posting of the position.

The CECC Director reports to the CECC Executive Board. Hays County will be the fiscal agent for the position. Financial responsibility for the position is shared among the CECC partner entities. The cost allocation for the position is included in the CECC budget. The CECC agreement is attached.

HAYS COUNTY JOB DESCRIPTION

Job Code: TBD
Grade: 116
FLSA: Exempt

Prepared By: General Counsel
Date Prepared: April 2021

Combined Emergency Communications Director (CECC)

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

The CECC Director shall manage the day-to-day operations of the Hays Combined Emergency Communications Center according to adopted standard operating procedures. The CECC Director is a shared employee that reports directly to the CECC Executive Board.

Responsibilities

- Works to resolve interdepartmental/intra-agency issues as outlined in the CECC Agreement, maintaining, and improving upon key relationships.
- Works to maintain efficient and effective progress toward agreed upon goals and objectives.
- Coordinates the development, implementation, and management of policies and budget as it pertains to the CECC.
- Interprets policies and provides staff direction regarding policies and procedures as needed.
- Reviews current and future requirements from business needs assessments and develops short and long-range plans to anticipate those needs.
- Coordinates long range planning goals, including the development of a Capital Improvements Plan.
- Directs the preparation and monitoring of budgets, negotiates contracts with various departments and agencies within Hays County to manage inter-local agreements, contracts, and service level agreements for the operations that impact the CECC.
- Develops and recommends business plans and performance measures in accordance with the inter-local agreement.
- Coordinates with all CECC agencies, media, and public, the day-to-day operations for 24/7 critical 911 public safety in the CECC Facility.
- Provides reports including but not limited to budget reconciliation, service level, and performance measures.
- Attends Commissioners Court, City Council, and other public meetings as required.
- Participates in trade shows and conferences; stays apprised of laws and trends pertaining to the duties executed in the CECC.
- Attends meetings with departmental personnel, other law enforcement agencies, and governmental agencies as needed.
- Serve as chairman of a CAD/RMS Committee and facilitate the management and maintenance of the CAD/RMS system and define the respective duties, obligations, and responsibilities of the parties with respect to that system and ensure operational efficiency
- Manages the day-to-day operations of the CECC Program according to the adopted Standard Operating Procedures.
- Maintains minutes of meetings and CECC Program records.
- Makes recommendations regarding standard operating procedures and management of CECC program which includes shared employees.
- Makes recommendations on protocols regarding access, usage, testing and security of all CECC systems, agency specific systems, and the management of associated data.
- Makes recommendations regarding the management of network security and CJI Systems in cooperation with the TACs.
- Participates in dispute resolution and dispute hearing process.

- Prepares and provides quarterly service level reports.
- Represents the interests of all parties equally.
- All other duties in any CECC agreement and/or interlocal agreement approved by the CECC Executive Board.

Knowledge, Skills, and Abilities

- Knowledge of CJIS TAC rules, requirements, and procedures.
- Knowledge of NextGen 911.
- Knowledge of CAECD PSAP Agreements and Processes.
- Knowledge of 911 technology requirements and common practices.
- Knowledge of CAD and RMS technological structures.
- Knowledge of CECC and interlocal agreements and practices.
- Knowledge of government budget practices.
- Knowledge of public administration principles, including the basic principles of organization, management, and budget preparation.
- Knowledge of Texas Open Meetings Act, government code, chapter 551.
- Knowledge of dispute resolution techniques.
- Knowledge of basic laws, ordinances and regulations underlying a public sector organization and applicable county, state and federal legislation affecting public safety and public service agencies.
- Basic knowledge of the Texas Law Enforcement Telecommunications System and required user agreements.
- Knowledge of TCOLE regulations regarding licensing and appointment.
- Skill in the selection, training, and evaluation of employees.
- Skill in communicating effectively both orally and in writing.
- Skill in maintaining effective working relations with political units/agencies such as boards of commission, state and county officials/agencies and the public.
- Ability to work with and coordinate between multiple agency and different governmental structures to meet interlocal agreement goals and objectives.
- Ability to negotiate agreements with agency representatives and vendors.
- Ability to perform a broad range of supervisory and leadership responsibilities.
- Ability to complete a TAC Certification course.
- Skilled with Microsoft Office Suite.
- Ability to comprehend equipment manuals and regulations, rules, and protocols governing law enforcement records and communications operations; must have ability to review/prepare departmental records and reports.
- Ability and knowledge to contribute to culture development.

Preferred Education and/or Experience

- High School Diploma or GED Equivalent.
- Ability to be granted CJIS access.
- 6 years of experience in a public safety supervisory position.
- 3 years of experience working in a public safety answering/access point (PSAP).
- 2 years of experience as a computer aided dispatch software administrator.
- 5 years of experience as a public safety dispatcher and/or call taker.
- 2 years of experience in budget preparation and purchasing.
- Experience in public safety policy writing and implementation, preferred.
- Experience with emergency PSAP contingency routing, preferred.
- Experience using EMD and EFD protocols, preferred.
- Experience as a PSAP Manager, preferred.

Other Qualifications, Certificates, Licenses, Registrations

- Terminal Agency Coordinator Certificate within last year.
- Master Telecommunicator Certificate.
- Communications Training Officer Certification.

Supervision

The CECC Director is a shared employee that reports directly to the Executive Board.

Guidelines

The Director must have a strong work ethic, meet deadlines, make recommendations, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must handle a stress level of influencing or motivating individuals who are generally cooperative. This position must work under the stress of handling requests from agencies, departments, and individuals sometimes with conflicting deadlines.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to:

- sit for long periods of time.
- talk and hear.
- occasionally required to stand, walk, reach with hands and arms.
- occasionally stoop, kneel, crouch or crawl.
- occasionally lift and/or move up to 25 pounds; and
- specific vision abilities required by the job include close vision, color vision, depth perception and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee regularly works in a regular office setting. The work involves everyday risks or discomforts requiring normal safety precautions typical of offices, meeting rooms. The work area is adequately lighted, heated, and ventilated.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor(s) within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List all accommodations that are needed to satisfactorily perform the essential functions of this position:

INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

This Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas (“County”), the City of Kyle, Texas (“Kyle”), a home rule city of the State of Texas, the City of Buda, Texas (“Buda”), a home rule city of the State of Texas, and Texas State University, a public institution of higher education and an agency of the State of Texas, (“University”). The above-named parties are sometimes collectively referred to as the “Parties” or individually referred to as the “Party”. Each Party is acting through its respective duly authorized officers or employees.

RECITALS

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, Texas State University Emergency Communications Department, and associated systems, all or portions of which will be located in the CECC. The CECC is located within the Hays County Public Safety Facility at 810 South Stagecoach Trail in San Marcos.

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

AGREEMENT

- 1. Incorporation of Recitals.** The above Recitals are incorporated herein for all purposes.
- 2. Term of Agreement.** The term of this Agreement is for five (5) years, each year commencing on October 1st. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the “Effective Date”) and will end on September 30, 2026.
- 3. Definitions.**

BPD means Buda Police Department.

Budget means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

Capital Funds means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

Capital Improvement Plan means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

Combined Emergency Communications Center (CECC) means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Hays County Public Safety Facility as well as the CECC Systems on and within the Facility.

CECC Program means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

Costs are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

Agency Specific Costs means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.

Buda/Hays Personnel and Support Costs means those Costs shared by the City of Buda and Hays County for Hays County emergency communications personnel and support of that personnel.

Buda/Texas State/Hays Personnel and Support Costs means those Costs shared by the City of Buda, Texas State University, and Hays County for Hays County emergency communications personnel and support of that personnel.

Personnel Costs means wages, stability pay, insurance, FICA, Medicare, and retirement contributions.

Capital Costs means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than \$100,000, may be partially funded in a multi-year plan.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

CECC Systems Costs means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

Commodities Costs means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

Contractual Costs means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

Facility Space Costs means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If a Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

Hays County CECC Management and Administrative Services Costs means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

Program Shared Personnel and Support Costs means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

Day, unless otherwise described, means calendar day.

Emergency Call-takers are Agency Specific Employees assigned to answer 911 calls. The structure and number of Emergency Call-takers may vary depending on whether existing agency PSAP's are combined or operated separately. When operating under one PSAP the number of Emergency Call-takers, staffing levels, and their duties are governed by the Standard Operating Procedures and adopted budget of the CECC Program, however the supervision of Emergency Call-takers remains within the respective command structure of each agency. When operating under multiple PSAP's, the agencies that utilize Emergency Call-takers for their respective

PSAP will independently govern the number of Emergency Call-takers, staffing levels, and duties. Emergency Call-takers may be transitioned into shared employees, governed by the CECC program, if approved by the Executive Board and all Parties during any budget approval process.

Employees are either “Shared Employees” or “Agency Specific Employees” for purposes of this Agreement.

Agency Specific Employees means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.

Shared Employees means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from some, or all Parties through the Budget process.

Executive Board Bylaws means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

Facility the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 810 South Stagecoach Trail in San Marcos, Texas.

Exclusive Facility Space means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.

Shared Facility Space means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.

General Facility Space means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.

Exhibit C will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

Fiscal year means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

Hays County means Hays County, a political subdivision of the State of Texas.

Hays County Emergency Communications Department means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, South Hays Fire Department, and San Marcos Hays County EMS.

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

LASO means the Local Agency Security Officer. The LASO's responsibilities include:

- (i) Identify all users of the approved hardware, software and firmware and ensure no unauthorized individuals or processes have access to the same.
- (ii) Identify and document how the equipment is connected to the state system.
- (iii) Ensure personnel security screening procedures are followed.
- (iv) Ensure the approved and appropriate security measures are in place and functioning as expected.
- (v) Support policy compliance and keep state and federal ISO informed of security incidents.

Lease means a lease between Hays County and another Party for the use of space within the Facility.

Preliminary Operating Phase means the timeframe which begins on the first day of operation and ends on September 30, 2022.

Remaining Parties means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. "Parties" is defined on page one of this Agreement.

Standard Operating Procedures means the procedures that govern the day-to-day management and operation of the CECC Program.

Systems used individually, and in the singular, mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

Agency Specific System means a System that is operated by one Party solely for that Party's use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

CECC System means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, Records Management Systems (RMS) and other equipment that is used by Shared

Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County. Agency Specific Systems are not part of the CECC System. Permissions to modify, and the maintenance of, any CECC Systems that impact individual agencies will be governed by procedures and protocols adopted by the Executive Board and/or the Law Enforcement Management Board.

Regional Trunked Voice Radio System (Radio) means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

Computer Aided Dispatch System (CAD) means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

Records Management System (RMS) means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

9-1-1 System (911) means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAP) and answered by 9-1-1 call-takers who may dispatch, transfer, or relay the information. The CECC System may be operated by utilizing individual PSAP's unique to the jurisdiction served by an Agency or a combined, singular PSAP.

TAC means the Terminal Agency Coordinator. The TAC serves as the point-of-contact at the local agency with the Texas Department of Public Safety for matters relating to Criminal Justice Information Services (CJIS), Texas Crime Information Center (TCIC)/National Crime Information Center (NCIC) and Texas Law Enforcement Telecommunications System (TLETS)/International Justice and Public Safety Network (Nlets) information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies. CJIS requires that every local agency designate one individual to function as the NCIC TAC. The TAC is responsible for ensuring compliance with the TCIC/NCIC policies and procedures at his/her agency.

TXST PD means Texas State University Police department.

4. Purpose. The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.

The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

- (i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.
- (ii) With input from the LE Management Board, Advisory Board, and through coordination with each Party's Terminal Agency Coordinator (TAC) and Local Agency Security Officer (LASO), the Executive Board will adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. The Board will make final decisions regarding the management of CECC Program resources, including the Shared Employees. However, responsibility for the management of the approved security requirements shall remain with the LE Management Board in coordination with each Party's TAC and LASO, and responsibility for the management control of network security shall remain with the LE Management Board in coordination with each Party's TAC and LASO. If there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.
- (iii) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board
- (iv) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.
- (v) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.
- (vi) Recruit, hire, and supervise the CECC Director. The hiring or termination of the CECC Director requires a unanimous vote of all members of the Executive Board.

5.02 Composition. The Executive Board will be composed of the following eight (8) members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, a representative of Texas State

University, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Five Members of the Executive Board constitutes a quorum to conduct business. The CECC Director will serve as a non-voting, advisory member of the Executive Board.

5.03 Meeting Requirements. The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement. The Executive Board meetings shall be conducted in accordance with the Texas Open Meetings Act, to the extent legally required.

5.04 Terms. All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

5.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

5.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Executive Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. A quorum of the Executive Board is five (5) members. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

5.07 Executive Board Bylaws. The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

6. Law Enforcement (LE) Management Board.

6.01 Purpose and Duties. In coordination with each agency's TAC and LASO, manage all Law Enforcement functions of the CECC Systems including the responsibility for the management of the approved security requirements and control of network security. Through coordination with each TAC and LASO, the LE Management Board shall:

- (i) Maintain sole control of all Criminal Justice information functions within the CECC Systems as described in the Criminal Justice Information Services (CJIS) Security Policy.
- (ii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.
- (iii) Manage the approved security requirements with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to Criminal Justice Information (CJI); set and enforce policy governing the operation of computers, circuits, and telecommunications terminals used to process, store, or transmit CJI; and to guarantee the priority service needed by the criminal justice community.
- (iv) Manage the control of network security with the authority to enforce the standards for the selection, supervision, and separation of personnel who have access to CJI; set and enforce policy governing the operation of circuits and network equipment used to transmit CJI; and to guarantee the priority service as determined by the criminal justice community.
- (v) Develop and approve a System Service Level Agreement for the RMS/CAD system with the Hays County Information Technology Department that will provide infrastructure hosting, maintenance and support.
- (vi) Assist in execution and enforcement of management control agreements.

6.02 Composition. The LE Management Board will be comprised of six (6) members, the CECC Director, the Chairman of the CECC Advisory Board, the Hays County Sheriff or designee, the Police Chief of the City of Kyle or designee, the Police Chief of the City of Buda or designee, and the Police Chief of Texas State University or designee. If the Chairman of the Advisory Board is automatically a member of the LE Management Board due to their role as the Sheriff or designee, or Police Chief or designee, the Advisory Board will select a member for representation on LE Management Board that is not automatically a member of the LE Management Board.

6.03 Meeting Requirements. The LE Management Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement. The LE Management Board meetings shall be conducted in accordance with the Texas Open Meetings Act, to the extent legally required.

6.04 Terms. All LE Management Board members serve at the pleasure of their appointing governing body or agency.

6.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the LE Management Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

6.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the LE Management Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the LE Management Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the LE Management Board without all members, or their designees, present. Any member may place items on the LE Management Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the members, or their designees, present at a meeting is required to authorize any action or determination by the LE Management Board.

7. Advisory Board.

7.01 Purpose and Duties. The Program will be facilitated by an Advisory Board, which shall:

- (i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
- (ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iii) Make recommendations regarding staffing levels and staffing duties.
- (iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
- (v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
- (vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary. If the conflict pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Management Board.

7.02 Composition. The Advisory Board will be comprised of thirteen (13) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices

Kyle Police Department
Kyle Fire Department
North Hays Fire Department
Wimberley Fire Department
Wimberley EMS
Buda Police Department
Buda Fire/EMS Department
South Hays Fire Department
San Marcos Hays County EMS
Hays County Emergency Services Department
Texas State University Police Department

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

7.03 Meeting Requirements. The Advisory Board will meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

7.04 Terms. The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

7.05 Chairman, Vice-Chairman, and Secretary. A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

7.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the Advisory Board. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the Advisory Board. The Chairman will preside at the meetings and the Vice Chairman will act in the absence of the Chairman. No action may be taken by the Advisory Board without ten (10) members, or their designees, present. Any member may place items on the Advisory Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least (8) members, or their designees, present at a meeting is required to authorize any action or determination by the Advisory Board.

8. RMS/CAD Committee.

8.01 Purpose and Duties. Facilitate the management and maintenance of the RMS/CAD system and define the respective duties, obligations, and responsibilities of the Parties with respect to the RMS/CAD system. The RMS/CAD Committee shall:

- (i) Facilitate the establishment and maintenance of a single, coordinated, integrated RMS/CAD system that enables the Parties to share accurate and timely public safety information, increase operational efficiency via a reduction in data entry, and to facilitate the process of accessing information. Maintenance of such information should not be viewed as relieving any Party of its own particular record keeping requirements under the law.
- (ii) Make recommendations regarding the RMS/CAD system to the Advisory Board.
- (iii) Identify and address operational and technical issues, including issues which are regional, affect multiple parties, affect CECC System operations; require additional funding; or that would require alteration to existing agency or CECC policies.
- (iv) Research and test new products.
- (v) Provide recommendations to the Advisory Board, LE Management Board and the Executive Board regarding costs and the allocation of costs within the CECC Budget for the RMS/CAD system.
- (vi) Recommend measures, including, but not limited to contracting with external vendors and/or agencies, to provide hosting, operation and maintenance services.

8.02 Composition. The RMS/CAD Committee will be composed of twelve (12) members, the CECC Director, two members representing the Hays County Sheriff's Office, two members representing the City of Kyle Police Department, two members representing the City of Buda Police Department, two members of the Texas State University Police Department, the Hays County Constable Departments' Advisory Board Representative, a representative of the Hays County Information Technology Department, and the Chairman of the Advisory Board. If the Chairman of the Advisory Board is a Hays County Constable, or an Advisory Board representative of the Hays County Sheriff's Office, City of Kyle Police Department, City of Buda Police Department, or Texas State University Police Department, then the Advisory Board shall select a member of the Advisory Board to represent the Board on the RMS/CAD Committee, in lieu of the Chairman of the Advisory board, that is not an Advisory Board representative of those respective agencies.

8.03 Meeting Requirements. The RMS/CAD Committee shall meet at least quarterly, however, special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

8.04 Terms. All RMS/CAD Committee members serve at the pleasure of their appointing governing body or agency.

8.05 Chairman and Secretary. The CECC Director will act as the Chairman of the RMS/CAD Committee. A Secretary will be elected annually by the RMS/CAD Board.

A seated Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

8.06 Procedures at Meetings. The Chairman, or a majority of the members, may call meetings of the RMS/CAD Committee. The Chairman, or a designee of the Chairman, will be responsible for notifying the members and scheduling any quarterly or specially called meeting of the RMS/CAD Committee. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the RMS/CAD Committee without at least nine (9) members, or their designees, present. Any member may place items on the RMS/CAD Committee's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A vote of at least seven (7) members, or their designees, present at a meeting is required to authorize any action or determination by the RMS/CAD Committee.

9. Staffing and Operations.

9.01 CECC Director. The CECC Director shall manage the day-to-day operations of the CECC Program according to the adopted Standard Operating Procedures. The CECC Director is a Shared Employee that reports directly to the Executive Board. The CECC Director shall:

- (i) Supervise the Shared Employees and maintain job descriptions for the Shared Employees. The CECC Director will not supervise or direct any Party's Agency Specific Employees or Shared Employees performing emergency call-taking functions.
- (ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.
- (iii) Become involved in a Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.
- (iv) When requested, coordinate Executive Board, LE Management Board and Advisory Board meetings.
- (v) Maintain minutes of meetings and CECC Program records.
- (vi) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (vii) Make recommendations to the Advisory Board, the LE Management Board, and the Executive Board on protocols regarding access, usage, testing, and security of

all CECC Systems, Agency Specific Systems, and the management of associated data.

- (viii) Provide the first level of administrative dispute resolution.
- (ix) Be empowered by the all Parties to this Agreement to make decisions regarding Shared Systems and Shared Employees, and day-to-day operational issues regarding the CECC Program, including making expenditures for budgeted items in accordance with CECC annual Budget.
- (x) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.
- (xi) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.
- (xii) Provide quarterly budget reports.
- (xiii) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.
- (xiv) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the CECC Director will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the CECC Director will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.
- (xv) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.
- (xvi) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

9.02 PSAP Management Board. The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Manager. As individual representatives of their agencies, the Kyle Emergency Communications Manager and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees and Emergency Call-takers, will follow the Standard Operating Procedures and management practices adopted by the Executive Board. The PSAP Management Board shall:

- (i) Facilitate the effective management of the CECC Program by working with the CECC Director to implement the approved Standard Operating Procedures.

- (ii) Make recommendations to the CECC Director on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (iii) Make recommendations to the CECC Director on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iv) When operating under a combined PSAP model, co-manage the staffing levels and duties of Agency Specific Employees assigned as Emergency Call-takers, however the supervision of these Agency Specific Employees remains within their respective Command Structures. If conflicts arise the PSAP Management Board will present the conflict to the CECC Director. If no consensus can be reached, the matter will be referred to the Advisory Board and scheduled for action at their next Board meeting or a specially called Advisory Board meeting, if necessary.

9.03 Shared Employees. Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees (“FTE”) that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

9.04 Operating Procedures. The CECC Director and the PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The CECC Director will submit Standard Operating Procedures to the Advisory Board for review and to the LE Management Board and the Executive Board for approval. The CECC Director, PSAP Management Board, and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The CECC Director will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

10. Budget.

10.01 Annual Operating Budget. The CECC Director shall prepare an annual CECC Program operating budget (“Operating Budget”) on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

10.02 Annual Capital Improvements Budget. The CECC Director shall prepare an annual CECC Program capital improvements budget (“Capital Improvements Budget”) on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

10.03 Budget Format and Procedure. The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1st of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

10.04 Budget Approval and Expenditures. The Budget is subject to the approval of all Parties. The Budget will become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

10.05 Cost Allocation. The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four-fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

10.06 Payments. On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.

- (i) Hays County must provide at least thirty (30) calendar days prior written notice (the "Notice") of any amounts due from each Party under an invoice for Budgeted Costs to allow the Parties sufficient time to approve any disbursement of funds, as required by law.
- (ii) Each Party must approve, or dispute, payment of invoices within ten (10) business days after receipt of the invoice and provide written notice of any dispute to Hays County.
- (iii) All invoices shall be paid in accordance with the Prompt Payment Provisions of Texas Government Code 2251.
- (iv) For purposes of this **Section 10.06**, the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

Hays County:	Hays County Judge 111 E. San Antonio St. Suite 300 San Marcos, Texas 78666
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The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
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The City of Buda:	City Manager 405 E. Loop Street, Bldg 100 Buda, Texas 78610
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Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666
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Unless a different address is listed here, notices will be sent to the address listed in **Section 19.06**.

10.07 Funding. The Parties specifically acknowledge that funding for each Party's share of the CECC Budget been duly approved through that Party's annual budgeting process, is current revenue available to each funding Party, and has been approved by its governing body for the specific purpose of transfer to Hays County for expenditure in accordance with the CECC Budget and Hays County's purchasing requirements. The Parties further acknowledge that they may have their own annual "Agency Specific Costs" that are separate and in addition to the CECC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party's Agency Specific Costs, with sufficient additional appropriations over its allocated portion of the CECC Budget to cover those Agency Specific Costs in its annual budget.

10.08 Loss of Funding. Performance by Texas State University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas State University System (the "Board"). If the Legislature fails to appropriate

or allot the necessary funds, or the Board fails to allocate the necessary funds, then Texas State University will issue written notice to the Parties and Texas State University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Texas State University.

10.09 Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Executive Board, at the sole discretion of the other Parties by majority vote, the CECC Budget either will be adjusted accordingly or the other Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party's(ies') agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 10.10** below.

10.10 Partial Funding. If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

- (i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,
- (ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services to the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,
- (iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs.
- (iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or
- (v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

11. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs.

Operation of the CECC Systems shall be governed by the Standard Operating Procedures and protocols adopted by the Executive Board and the Law Enforcement Management Board. Each Party shall have primary authority over all its respective Agency Specific Employees and their duties and Agency Specific Systems, if any.

12. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract for CECC items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.

13. Accounting Records. Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

14. State Auditor's Office. The Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. The Parties shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the information as requested. A Party's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize Texas State University and the State of Texas to assess immediately appropriate damages for such failure. The Parties acknowledge and understand that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The Parties shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the CECC and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

15. Federal Funds and Bond Funds. If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

16. Amendment to Agreement. This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party. The Parties agree to meet at least once during calendar year 2021

to discuss any modifications to the Agreement that might be needed to refine or clarify the CECC Program.

17. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 15** subject to the following terms and conditions:

- (i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.
- (ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.
- (iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

18. Termination.

17.01 Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement (“Terminating Party”) during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twelve (12) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends (“Effective Termination Date”). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

17.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 10.09 (iii)** can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

17.03 Rights of Remaining Parties. Once the undepreciated value of the CECC Systems in which a Terminating Party participated ("System Value") is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

- (i) Finding another governmental entity to assume the System Value,
- (ii) Dividing the System Value proportionally among the Remaining Parties,
- (iii) Allowing one Remaining Party to assume the System Value,
- (iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or
- (v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

17.04 Duties of Remaining Parties. Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

17.05 Voting to Exercise Rights under Section 15.04. The decision to exercise rights granted by Section 17.03 above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

17.06 Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

17.07 Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. The foregoing rights and remedies given to Hays County are, and will be deemed to be, cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

19. Dispute Resolution Process. All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. If all Parties agree in writing, a dispute may be withdrawn at any time during the Dispute Resolution process. The Parties recognize that Dispute Resolution involving the University must satisfy the requirements of Chapter 2260 of the Texas Government Code.

18.01 Timeframes.

Initial Dispute Hearing. Any Party must first bring an issue or dispute to the CECC Director for review and recommendation by delivery of a written notice. Within ten (10) business days after the CECC Communications Director receives the notice, he or she must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The CECC Director must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with the CECC Director, the notice must be given to the Chairman of the Executive Board and the Executive Board will hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.

- (i) Initial Appeal. A Party wishing to appeal the decision of the CECC Director, as described above, must make written notice of appeal within five (5) business days after receipt of the CECC Director's written decision. The appeal will be addressed to the Chairman of the Advisory Board. The Chairman must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.
- (ii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the Chairman of the Executive Board within ten (10) business days after receipt of the Advisory Board's decision. If the dispute pertains to any responsibility or authority granted to the LE Management Board, the Executive Board shall refer the matter to the LE Board. The Executive Board or LE Management Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board or the LE Board will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation or the LE Board's recommendation will be to a mediator as described below.
- (iii) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the CECC Director who must be allowed to attend or send a designee. However, if the subject matter of the mediation is a dispute with a member of the CECC Director, neither the CECC Director nor a designee may attend. The CECC Director or their designee may otherwise participate in the mediation and will be allowed to attend all joint sessions. This provision shall not be construed as restricting recourse of Texas governmental entities to the Courts.

19. Miscellaneous.

19.01 Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

19.02 No Assumption of Liability. No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

19.03 Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program, except as otherwise required by law. Each party retains its immunities to the extent permitted by Texas law..

19.04 Relationship of Parties. The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

19.05 Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

19.06 Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:

Hays County Judge
111 E. San Antonio St.
Suite 300
San Marcos, Texas 78666

Hays County General Counsel
111 E. San Antonio St.
Suite 202
San Marcos, Texas 78666

The City of Kyle:	City Manager 100 W. Center St. Kyle, Texas 78640
The City of Buda:	City Manager 405 E. Loop St., Bldg 100 Buda, Texas 78610
Texas State University:	Vice President for Finance and Support Services 601 University Drive JCK 920 San Marcos, Texas 78666

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 10.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

19.07 Assignment. This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof is void and has no effect without the express consent in writing of the other Parties.

19.08 Entire Agreement. The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

19.09 Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

19.10 Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

19.11 Non-waiver. Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

19.12 Authority of Signatories. Each Party represents to all the other Parties that the representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

19.13 Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

19.14 Nondiscrimination. In their execution of this Agreement the Parties and others acting by or through them shall comply with all federal and state laws prohibiting

discrimination, harassment, and sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

19.15 In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

- (1) Whether the provision appears on the face of the Agreement or Contract; or
- (2) Whether the Agreement or Contract includes any provision to the contrary.

19.16 Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget

Exhibit B - Estimated Budget

Exhibit C - Facility Space Allocation

Exhibit D - Initial CAD/RMS Costs

Exhibit E - Suggested Objectives and Performance Measures

Exhibit F - List of each Party's Designated Members to the Advisory Board

Exhibit G - Cost Allocation

Exhibit H - Required Program FTE Staffing

Signature page follows

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

12/8/2020
Date

By: [Signature]
Ruben Becerra
County Judge
Attest: [Signature], Deputy
Elaine Cardenas
County Clerk

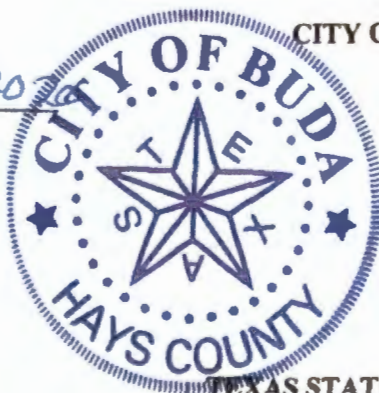
CITY OF KYLE

12/15/2020
Date

By: [Signature]
Travis Mitchell
Mayor
Attest: [Signature]
Jennifer Holm
City Secretary

CITY OF BUDA

12-8-20
Date



By: [Signature]
Kenneth Williams
City Manager
Attest: [Signature]
Alicia Ramirez
City Secretary

City Council 11/17/2020

TEXAS STATE UNIVERSITY

11-9-20
Date

By: [Signature]
Eric Algoe
V.P. for Finance and Support Services
Attest: [Signature]
Name: Anna Edmonds
Title: Executive Assistant

Exhibit A

Estimated Preliminary Budget

(Budget for Preliminary Operating Phase)

Exhibit A-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda	TX State
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years) **CAPS-**

Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs (see New World Contract Cost Allocation)

CAD maintenance	\$ 55,733.00	\$ 33,997.00	\$ 13,933.00	\$ 7,803.00	\$ 778.00
RMS maintenance	\$ 61,496.00	\$ 34,438.00	\$ 11,069.00	\$ 4,920.00	\$ 11,069.00
Moblie CAD	\$ 87,578.00	\$ 55,858.00	\$ 12,977.00	\$ 5,767.00	\$ 12,977.00
Other software, 3rd party hardware, software and services	\$ 57,475.00	\$ 33,119.00	\$ 11,652.00	\$ 5,718.00	\$ 7,117.00
Misc support and services	\$ 15,000.00	\$ 9,096.00	\$ 3,717.00	\$ 2,082.00	\$ 105.00
total	\$ 277,282.00	\$ 166,508.00	\$ 53,348.00	\$ 26,290.00	\$ 32,046.00

FSPACE-Facility Space Costs

Shared Facility Space	\$ 48,080.00	\$ 29,155.71	\$ 11,914.22	\$ 6,673.50	\$ 336.56
General Facility Space (common, break rm, bath, etc)	\$ 18,597.24	\$ 11,277.37	\$ 4,608.40	\$ 2,581.30	\$ 130.18
Entity Exclusive Facility Space	\$ 17,870.00	\$ 10,130.00	\$ 5,430.00	\$ -	\$ 2,310.00
total	\$ 84,547.24	\$ 50,563.08	\$ 21,952.62	\$ 9,254.80	\$ 2,776.74
total	\$ 361,829.24	\$ 217,071.08	\$ 75,300.62	\$ 35,544.80	\$ 34,822.74

Exhibit B

Estimated Budget

(Budget for years following the Preliminary Operating Phase)

Exhibit B-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda	TX State
Capital Systems Costs-CAPS	100.00%	60.64%	24.78%	13.88%	0.70%
Capital Facility Costs-CAPF	100.00%	60.64%	24.78%	13.88%	0.70%
CECC System Costs-SYS	100.00%	60.64%	24.78%	13.88%	0.70%
Facility Space Costs-FSPACE	100.00%	60.64%	24.78%	13.88%	0.70%
Commodities Costs-COMM	100.00%	60.64%	24.78%	13.88%	0.70%
Contractual Costs-CONT	100.00%	60.64%	24.78%	13.88%	0.70%
Hays County Mgt and Admin Costs-HCMA	100.00%	60.64%	24.78%	13.88%	0.70%
Program Shared Personnel and Support Costs -PSPS	100.00%	60.64%	24.78%	13.88%	0.70%
Buda/Hays Personnel and Support Costs-BHPS	100.00%	81.37%	0.00%	18.63%	0.00%
Buda/TXST/Hays Personnel and Support Costs-BTHPS	100.00%	80.61%	0.00%	18.45%	0.93%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years) **CAPS-**

Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs (see New World Contract Cost Allocation)

CAD maintenance	\$ 55,733.00	\$ 33,997.00	\$ 13,933.00	\$ 7,803.00	\$ 778.00
RMS maintenance	\$ 61,496.00	\$ 34,438.00	\$ 11,069.00	\$ 4,920.00	\$ 11,069.00
Moblie CAD	\$ 87,578.00	\$ 55,858.00	\$ 12,977.00	\$ 5,767.00	\$ 12,977.00
Other software, 3rd party hardware, software and services	\$ 57,475.00	\$ 33,119.00	\$ 11,652.00	\$ 5,718.00	\$ 7,117.00
Misc support and services	\$ 15,000.00	\$ 9,096.00	\$ 3,717.00	\$ 2,082.00	\$ 105.00
total	\$ 277,282.00	\$ 166,508.00	\$ 53,348.00	\$ 26,290.00	\$ 32,046.00

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Shared Facility Space	\$ 48,080.00	\$ 29,155.71	\$ 11,914.22	\$ 6,673.50	\$ 336.56
General Facility Space (common, break rm, bath, etc)	\$ 18,597.24	\$ 11,277.37	\$ 4,608.40	\$ 2,581.30	\$ 130.18
Entity Exclusive Facility Space	\$ 17,870.00	\$ 10,130.00	\$ 5,430.00	\$ -	\$ 2,310.00
total	\$ 84,547.24	\$ 50,563.08	\$ 21,952.62	\$ 9,254.80	\$ 2,776.74

COMM-Commodities Costs

Postage	\$ 500.00	\$ 303.20	\$ 123.90	\$ 69.40	\$ 3.50
Office supplies	\$ 5,000.00	\$ 3,032.00	\$ 1,239.00	\$ 694.00	\$ 35.00
total	\$ 5,500.00	\$ 3,335.20	\$ 1,362.90	\$ 763.40	\$ 38.50

CONT-Contractual Costs

Fiber	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Insurance	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Electric	\$	10,000.00	\$	6,064.00	\$	2,478.00	\$	1,388.00	\$	70.00
Water/sewer	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Cable	\$	2,400.00	\$	1,455.36	\$	594.72	\$	333.12	\$	16.80
Phone/Communications	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Copy machine	\$	6,000.00	\$	3,638.40	\$	1,486.80	\$	832.80	\$	42.00
total	\$	38,400.00	\$	23,285.76	\$	9,515.52	\$	5,329.92	\$	268.80

HCMA-Hays County Mgt and Admin Costs

Building Maintenance	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Janitorial	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
total	\$	10,000.00	\$	6,064.00	\$	2,478.00	\$	1,388.00	\$	70.00

PSPS-Program Shared Personnel and Support Costs**Personnel-Management**

CECC Director	\$	95,432.00	\$	57,869.96	\$	23,648.05	\$	13,245.96	\$	668.02
total	\$	95,432.00	\$	57,869.96	\$	23,648.05	\$	13,245.96	\$	668.02

Personnel-Support

IT Support Tech	\$	73,925.60	\$	44,828.48	\$	18,318.76	\$	10,260.87	\$	517.48
total	\$	73,925.60	\$	44,828.48	\$	18,318.76	\$	10,260.87	\$	517.48

Support

Travel	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
Training	\$	5,000.00	\$	3,032.00	\$	1,239.00	\$	694.00	\$	35.00
total	\$	10,000.00	\$	6,064.00	\$	2,478.00	\$	1,388.00	\$	70.00

BTHPS-Buda/Hays Personnel and Support Costs**Personnel-Operations**

Emergency Communications Director	\$	126,771.60	\$	103,154.05	\$	-	\$	23,617.55	\$	-
Emergency Communications Operations Manager	\$	96,659.06	\$	78,651.48	\$	-	\$	18,007.58	\$	-
Lead Emergency Comm. Officer	\$	88,879.72	\$	72,321.43	\$	-	\$	16,558.29	\$	-
Lead Emergency Comm. Officer	\$	87,696.86	\$	71,358.94	\$	-	\$	16,337.93	\$	-
Emergency Communications Officer	\$	62,784.09	\$	51,087.41	\$	-	\$	11,696.68	\$	-
Emergency Communications Officer	\$	69,324.43	\$	56,409.28	\$	-	\$	12,915.14	\$	-
Emergency Communications Officer	\$	63,904.81	\$	51,999.35	\$	-	\$	11,905.47	\$	-
Emergency Communications Officer	\$	62,497.34	\$	50,854.08	\$	-	\$	11,643.25	\$	-
Emergency Communications Officer	\$	62,813.96	\$	51,111.72	\$	-	\$	11,702.24	\$	-
Emergency Communications Officer	\$	76,680.81	\$	62,395.17	\$	-	\$	14,285.63	\$	-
Emergency Communications Officer	\$	62,825.91	\$	51,121.44	\$	-	\$	11,704.47	\$	-

Emergency Communications Officer	\$	62,497.34	\$	50,854.08	\$	-	\$	11,643.25	\$	-
Emergency Communications Officer	\$	62,497.34	\$	50,854.08	\$	-	\$	11,643.25	\$	-
Emergency Communications Officer	\$	62,497.34	\$	50,854.08	\$	-	\$	11,643.25	\$	-
Emergency Communications Officer	\$	78,486.15	\$	63,864.18	\$	-	\$	14,621.97	\$	-
Emergency Communications Officer	\$	63,632.40	\$	51,777.68	\$	-	\$	11,854.72	\$	-
Emergency Communications Officer	\$	70,036.53	\$	56,988.72	\$	-	\$	13,047.80	\$	-
Overtime	\$	179,220.00	\$	144,474.73	\$	-	\$	33,072.41	\$	-
total	\$	1,439,705.68	\$	1,170,131.93	\$	-	\$	267,900.89	\$	-

Support

Travel	\$	3,500.00	\$	2,847.95	\$	-	\$	652.05	\$	-
Training	\$	5,000.00	\$	4,068.50	\$	-	\$	931.50	\$	-
total	\$	8,500.00	\$	6,916.45	\$	-	\$	1,583.55	\$	-

BHPS-Buda/TX ST/Hays Personnel and Support Costs

Personnel-Operations

Emergency Communications Operations Manager	\$	103,461.06	\$	83,403.13	\$	-	\$	19,092.21	\$	965.72
Lead Emergency Comm. Officer	\$	79,389.42	\$	63,998.24	\$	-	\$	14,650.15	\$	741.03
Lead Emergency Comm. Officer	\$	67,525.06	\$	54,434.02	\$	-	\$	12,460.75	\$	630.29
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
911 Call Taker	\$	62,497.34	\$	50,381.02	\$	-	\$	11,532.96	\$	583.36
Overtime	\$	179,220.00	\$	144,474.73	\$	-	\$	33,072.41	\$	1,672.86
total	\$	1,242,060.93	\$	1,001,263.37	\$	-	\$	229,204.03	\$	11,593.53

Support

Travel	\$	2,000.00	\$	1,612.26	\$	-	\$	369.07	\$	18.67
Training	\$	3,500.00	\$	2,821.46	\$	-	\$	645.87	\$	32.67
total	\$	5,500.00	\$	4,433.72	\$	-	\$	1,014.94	\$	51.34

total \$ 3,290,853.44 \$ 2,541,263.95 \$ 133,101.85 \$ 567,624.37 \$ 48,100.41

Exhibit C

Facility Space Allocation

Exhibit C-FACILITY SPACE ALLOCATION

<u>Facility Space</u>	<u>Net Square Footage (NSF)</u>	<u>Description</u>
Entity Exclusive Facility Space-Hays County	1013	Portion of the CECC Space within the Facility that is used exclusively by Hays County
Entity Exclusive Facility Space-Kyle	543	Portion of the CECC Space within the Facility that is used exclusively by Kyle
Entity Exclusive Facility Space-TX ST	231	Portion of the CECC Space within the Facility that is used exclusively by TX ST
Shared Facility Space	4808	Total CECC Space within the Facility shared by all Parties
Total CECC Space	6595	Total CECC Space within the Facility
 Entire Facility	 69428	 Total Facility Space
 % CECC to total	 9.499%	 Percentage of CECC space to Total Facility Space
 General Facility Space	 19578	 Total General Facility Space accessible by the Parties or common to the entire Facility
 CECC Share of General Facility Space	 1860	 The CECC's share of the General Facility Space accessible by the Parties or common to the entire Facility, (General Facility Space multiplied by %CECC to total)

<u>Level</u>	<u>Department</u>	<u>Room Number</u>	<u>Room Name</u>	<u>NSF Area</u>
LEVEL 1	ECC-HC	1314	HAYS COUNTY COMMUNICATIONS DIRECTOR	250
LEVEL 1	ECC-HC	1311	SUPER VISOR SHARED OFFICE	187
LEVEL 1	ECC-HC	1306	HAYS COUNTY DISPATCH STATION - 9	576
			Total Hays County	1013
LEVEL 1	ECC-KYLE	1312	KPD MANAGER	177
LEVEL 1	ECC-HC	1309	OFFICE	110
LEVEL 1	ECC-KYLE	1306	KYLE DISPATCH STATION - 4	256
			Total City of Kyle	543
LEVEL 1	ECC-TXST	1303	TXST MANAGER	103
LEVEL 1	ECC-TXST	1306	TXST DISPATCH STATION - 2	128
			Total Texas State University	231
LEVEL 1	ECC-SHARED	1307	STORAGE SUPPLIES	203
LEVEL 1	ECC-SHARED	1310	WORKROOM	116
LEVEL 1	ECC-SHARED	1316	BREAK	153
LEVEL 1	ECC-SHARED	1222	ECC JANITOR	57
LEVEL 1	ECC-SHARED	1313	CECC DIRECTOR	134
LEVEL 1	ECC-SHARED	1317	QUIET ROOM	84
LEVEL 1	ECC-SHARED	1306	SHARED STATIONS / OVERFLOW - 9	576
LEVEL 1	ECC-SHARED	1306	COMMUNICATIONS CENTER - CIRCULATION/GROWTH SPACE	2620
LEVEL 1	ECC-SHARED	1302	STAFF RR	62
LEVEL 1	ECC-SHARED	1308	HALL	526
LEVEL 1	ECC-SHARED	1315	HALL	138
LEVEL 1	ECC-SHARED	1301	HALL	139
			Total Shared by All Parties	4808
LEVEL 1	BUILDING SUPPORT	1115	JANITOR	107
LEVEL 1	BUILDING SUPPORT	1126	WOMEN'S PUBLIC RESTROOM	176
LEVEL 1	BUILDING SUPPORT	1127	MEN'S PUBLIC RESTROOM	178
LEVEL 1	BUILDING SUPPORT	1401	CENTRAL STAFF BREAKROOM	879
LEVEL 1	BUILDING SUPPORT	1402	MAIN ELECTRICAL ROOM	852
LEVEL 1	BUILDING SUPPORT	1403	BUILDING MAINTENANCE WORK ROOM	374
LEVEL 1	BUILDING SUPPORT	1406	WATER SERVICE ENTRY ROOM	93
LEVEL 1	BUILDING SUPPORT	1407	FIRE WATER SERVICE ROOM	90
LEVEL 1	BUILDING SUPPORT	1408	DEMARC	84
LEVEL 1	BUILDING SUPPORT	1605	DATA CENTER	1046
LEVEL 1	BUILDING SUPPORT	1622	ELECTRICAL ROOM	149
LEVEL 1	BUILDING SUPPORT	1623	STORAGE	97
LEVEL 1	BUILDING SUPPORT	1626	WOMENS TOILET/SHOWER ROOMS	300
LEVEL 1	BUILDING SUPPORT	1627	MENS TOILET/SHOWER ROOMS	298
LEVEL 1	BUILDING SUPPORT	1631	JANITOR	51
LEVEL 1	BUILDING SUPPORT	1706	DEMARC	97
LEVEL 1	PUBLIC CIRCULATION	1101	EXIT VESTIBULE	106
LEVEL 1	PUBLIC CIRCULATION	1102	ENTRY VESTIBULE	158
LEVEL 1	PUBLIC CIRCULATION	1103	FUTURE SCREENING QUEUING	222
LEVEL 1	PUBLIC CIRCULATION	1104	FUTURE SCREENING AREA	442
LEVEL 1	PUBLIC CIRCULATION	1105	PUBLIC LOBBY / WAITING	2562
LEVEL 1	PUBLIC CIRCULATION	1111	HALL	200
LEVEL 1	PUBLIC CIRCULATION	1122	VENDING AREA	85
LEVEL 1	PUBLIC CIRCULATION	1123	HALL	348
LEVEL 1	SHARED	1106	RECORDS STAFF	320
LEVEL 1	SHARED	1107	RECORDS STORAGE	126
LEVEL 1	SHARED	1112	LARGE INTERVIEW ROOM	161
LEVEL 1	SHARED	1113	LARGE INTERVIEW ROOM	162
LEVEL 1	SHARED	1124	PUBLIC MEETING ROOM	712
LEVEL 1	SHARED	1125	PUBLIC MEETING ROOM STORAGE	98
LEVEL 1	SHARED	1220	WOMENS STAFF RESTROOMS	173
LEVEL 1	SHARED	1221	MENS STAFF RESTROOMS	174
LEVEL 1	SHARED	1304	MULTI-PURPOSE ROOM	1504
LEVEL 1	SHARED	1305	MULTI-PURPOSE STORAGE	273

LEVEL 1 SHARED	1511	WORKROOM	187
LEVEL 1 SHARED	1624	JUVENILE PROCESSING ROOM	163
LEVEL 1 SHARED	1633	MOTHERS ROOM	89
LEVEL 1 SHARED	1634	EMERGENCY RESPONSE STORAGE	356
LEVEL 1 STAFF (SECURE) CIRCULATION	1201	HALL	760
LEVEL 1 STAFF (SECURE) CIRCULATION	1405	HALL	240
LEVEL 1 STAFF (SECURE) CIRCULATION	1501	HALL	2115
LEVEL 1 STAFF (SECURE) CIRCULATION	1620	HALL	340
LEVEL 1 STAFF (SECURE) CIRCULATION	1632	HALL	724
LEVEL 1 STAFF (SECURE) CIRCULATION	1724	HALL	244
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1121	ELEV-02	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1612	ELEV-01	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1613	STAIR-01	348
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1707	STAIR-02	177
LEVEL 1 TECHNOLOGY	1601	HALL	258
LEVEL 1 TECHNOLOGY	1602	HCSO IT OFFICE	111
LEVEL 1 TECHNOLOGY	1603	MOBILE DATA / SUPPORT TECH	115
LEVEL 1 TECHNOLOGY	1604	HC IT MANAGER OFFICE	114
LEVEL 1 TECHNOLOGY	1607	IT SECURE STORAGE	199
LEVEL 1 TECHNOLOGY	1608	IT LAB WORKSHOP	225
Total General Facility			19578

FACILITY SPACE COSTS

Facility Space	NSF	EC factor	NSF	\$/sq-ft/yr	Total	Kyle factor	Buda factor	HC factor	TXST factor	Kyle Cost	Buda Cost	HC Cost	TXST Cost
CECC Shared Space	4808	100%	4808	\$ 10.00	\$48,080.00	24.78%	13.88%	60.64%	0.70%	\$ 11,914.22	\$ 6,673.50	\$ 29,155.71	\$ 336.56
General Facility Space (break rm, bath, etc)	19578	9.499%	1860	\$ 10.00	\$18,597.24	24.78%	13.88%	60.64%	0.70%	\$ 4,608.40	\$ 2,581.30	\$ 11,277.37	\$ 130.18
Entity Exclusive Space													\$ -
HC	1013	100%	1013	\$ 10.00	\$10,130.00	0%	0%	100%	0%	\$ -	\$ -	\$ 10,130.00	\$ -
Buda	0	100%	0	\$ 10.00	\$ -	0%	100%	0%	0%	\$ -	\$ -	\$ -	\$ -
Kyle	543	100%	543	\$ 10.00	\$ 5,430.00	100%	0%	0%	0%	\$ 5,430.00	\$ -	\$ -	\$ -
TxST	231	100%	231	\$ 10.00	\$ 2,310.00	0%	0%	0%	100%	\$ -	\$ -	\$ -	\$ 2,310.00
<u>\$ 17,870.00</u>						<u>\$ 21,952.62 \$ 9,254.80 \$ 50,563.08 \$ 2,776.74</u>							

Exhibit D

Initial CAD/RMS Costs

Exhibit D-INITIAL CAD/RMS COSTS

Hays County New World Contract	Units	License	Discount	License Total	Year One Maintenance	Per Unit Cost	HAYS	KYLE	BUDA	TXST
CAD, RMS, Mobile CAD, etc				\$1,133,282	\$262,282		\$157,411	\$49,631	\$24,207	\$31,941
Misc Support and Services (allowance)					\$15,000		\$9,096	\$3,717	\$2,082	\$105
TOTALS					\$277,282		\$166,507	\$53,348	\$26,289	\$32,046

Allocation Methods

Method 1-% CFS / 911 or Combination							61%	25%	14%	0.7%
CAD Totals							\$45,850	\$18,749	\$10,482	\$1,060
Method 2-% Total Number of Sworn Report to DPS UCR	155	56%	51	18%	22	8%	50	18%		
RMS/Mobile Totals/etc							\$111,562	\$30,882	\$13,725	\$30,882

CAD

New World Enterprise Combined LE/FIRE/EMS/CAD	\$91,130	\$10,936	\$80,194	\$24,874	\$15,173	\$6,219	\$3,482	\$174
BOLO's	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Cad Auto Routing	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
CAD AVL	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Srevice Vehicle Rotation (Wrecker)	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$399
Unit Management	\$12,000	\$1,440	\$10,560	\$2,218	\$1,353	\$555	\$311	\$16
Web Cad Monitor	\$20,000	\$2,400	\$17,600	\$3,696	\$2,255	\$924	\$517	\$26
CAD Pagin Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
E-911 Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
NG911 Interface (text to 911)	\$15,000	\$1,080	\$13,200	\$2,772	\$1,691	\$693	\$388	\$19
Encoder Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
Fire Records Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$2,029	\$832	\$466	\$23
ePCR Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$2,029	\$832	\$466	\$23
Pre-Arrival Questionnaire Interface	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
twitter Interface	\$3,000	\$360	\$2,640	\$554	\$338	\$139	\$78	\$4
On-Line CAD Interface to State/NCIC	\$9,000	\$1,080	\$7,920	\$1,663	\$1,014	\$416	\$233	\$12
CAD CFS (xml) Export Interface	\$18,000	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL-Allocation Method 1	\$276,130	\$48,256	\$227,154	\$55,733	\$33,997	\$13,933	\$7,803	\$778

RMS

New World Multi-Jurisdictional Law Enforcement Records	\$52,800	\$6,336	\$46,464	\$20,467	\$11,462	\$3,684	\$1,637	\$3,684
Federal UCR/IBR	\$16,000	\$1,920	\$14,080	\$2,957	\$1,656	\$532	\$237	\$532
Alarm Tracking & Billing	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Animal Tracking	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Career Criminal registry (Parolee, sexoffender)	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Case Management	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Datat Analysis / Crime Mapping / Management reporting	\$18,000	\$2,160	\$15,840	\$3,326	\$1,863	\$599	\$266	\$599
Demographic Profiling Reporting	\$12,000	\$1,440	\$10,560	\$2,216	\$1,241	\$399	\$177	\$399
Equipment Tracking	\$12,000	\$1,440	\$10,560	\$2,216	\$1,241	\$399	\$177	\$399
Field Investigations	\$8,000	\$960	\$7,040	\$1,478	\$828	\$266	\$118	\$266
Gang Tracking	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Narcotics Management / Intelligence	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399	\$177	\$399
Orders of Protection	\$12,000	\$1,440	\$10,560	\$2,218	\$1,242	\$399.24	\$177	\$399
Web Case Report Download (requires database replication)	\$10,000	\$1,200	\$8,800	\$1,846	\$1,034	\$332	\$148	\$332
Citizen Reporting Interface	\$18,000	\$2,160	\$15,840	\$3,326	\$1,863	\$599	\$148	\$599
Public Safety Lineups / Mug Shots (LERMS)	\$22,000	\$2,640	\$19,360	\$4,066	\$2,277	\$732	\$325	\$732
Tyler Content Manger (TCM)	\$15,000	\$0	\$15,000	\$3,150	\$1,764	\$567	\$252	\$567
New World State / NCIC Interface	\$13,000	\$1,560	\$11,440	\$2,402	\$1,345	\$432	\$192	\$432

Hays County New World Contract	Units	License	Discount	License Total	Year One Maintenance	Per Unit Cost	HAYS	KYLE	BUDA	TXST
Ticket Writer Interface (Support Brazos)		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
TOTAL-Allocation Method 2		\$272,800	\$30,936	\$241,864	\$61,496		\$34,438	\$11,069	\$4,920	\$11,069
Mobile										
New World Field Based Reporting Server		\$45,000	\$5,400	\$39,600	\$8,316		\$4,657	\$1,497	\$665	\$1,497
LE Field reporting (Federal Standard)	244	\$97,600	\$11,740	\$85,660	\$17,989	\$74	\$10,074	\$3,238	\$1,439	\$3,238
Field Investigation Field Reporting (1 Form)	244	\$22,500	\$2,700	\$19,800	\$4,497	\$18	\$2,518	\$809	\$360	\$809
Demographic Profiling Questionnaire	214	\$16,050	\$1,964	\$14,086	\$2,928	\$14	\$1,640	\$527	\$234	\$527
New World Mobile Messaging Server		\$65,000	\$7,800	\$57,200	\$12,012		\$6,727	\$2,162	\$961	\$2,162
New World Mobile/Mobility Site License LE		\$27,500	\$4,150	\$23,350	\$23,350		\$13,076	\$4,203	\$1,868	\$4,203
New World Mobile/Mobility Site License Fire/EMS		\$0	\$0	\$0	\$15,486		\$15,486	\$0	\$0	\$0
Fire Dispatch/Messaging		\$24,000	\$2,880	\$21,120	\$0		\$0	\$0	\$0	\$0
Drivers License Mag Stripe Reader / Barcode Reader Interface		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
Mugshot Image Download		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
State Photo Download		\$22,500	\$2,700	\$19,800	\$0		\$0	\$0	\$0	\$0
In-Car Routing		\$28,500	\$3,420	\$25,080	\$0		\$0	\$0	\$0	\$0
Crew Force - Fire Dispatch Wi/ Advanced Mapping		\$95,000	\$11,400	\$83,600	\$0		\$0	\$0	\$0	\$0
New World Mobility Server		\$20,000	\$2,400	\$17,600	\$0		\$0	\$0	\$0	\$0
LE Dispatch / Messaging / State / NCIC		\$90,000	\$10,800	\$79,200	\$0		\$0	\$0	\$0	\$0
In-Car Mapping / AVL		\$42,750	\$5,130	\$37,620	\$0		\$0	\$0	\$0	\$0
Shield force - LE Dispatch w/ Advanced Mapping		\$71,250	\$8,550	\$62,700	\$0		\$0	\$0	\$0	\$0
Mobility Hosting Fee		\$0	\$0	\$0	\$3,000		\$1,680	\$540	\$240	\$540
TOTAL-Allocation Mehtod 2		\$712,650	\$86,434	\$626,016	\$87,578		\$55,858	\$12,977	\$5,767	\$12,977
Other Software										
Workstation License		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Law Enforcement Records Mangement Data Mart / 2 Users		\$4,000	\$480	\$3,520	\$739		\$414	\$133	\$59	\$133
CAD Data Mart / 3-4 Users		\$6,000	\$720	\$5,280	\$1,109		\$676	\$277	\$155	\$8
CAD Dashboards		\$14,000	\$1,680	\$12,320	\$2,587		\$1,578	\$647	\$362	\$18
LE Records mangement Dashboards		\$14,000	\$1,680	\$12,320	\$2,587		\$1,449	\$466	\$207	\$466
TOTAL-Allocation Method 1		\$20,000	\$2,400	\$17,600	\$3,696		\$2,255	\$924	\$517	\$26
TOTAL-Allocation Method 2		\$18,000	\$2,160	\$15,840	\$3,326		\$1,863	\$599	\$266	\$599
Third Party Hardware, Software and Services										
Elasticsearch Platium Edition (Annual Subscriptions - 1 Node)	1	\$0	\$0	\$1,500	\$1,500		\$840	\$270	\$120	\$270
Embedded Third party Software	1	\$15,000	\$15,000	\$3,150	\$3,150		\$1,764	\$567	\$252	\$567
Esri ArcGIS Engine Runtime for CAD Workstations	8	\$500	\$4,000	\$105	\$840		\$470	\$151	\$67	\$151
Esri Mobile In-Car Mapping and Rounting Units	285	\$250	\$71,250	\$53	\$14,963	\$53	\$9,127	\$3,741	\$2,095	\$105
TOTAL-Allocation Method 1		\$750	\$75,250	\$158	\$15,803		\$9,598	\$3,892	\$2,162	\$256
TOTAL-Allocation Method 2		\$15,000	\$15,000	\$4,650	\$4,650		\$2,604	\$837	\$372	\$837
Microsoft										
EA Licensing					\$30,000		\$16,800	\$5,400	\$2,400	\$5,400
TOTAL-Allocation Method 2					\$30,000		\$16,800	\$5,400	\$2,400	\$5,400
					Total		HC	Kyle	Buda	TXST
					CAD maint	\$55,733	\$33,997	\$13,933	\$7,803	\$778
					RMS Maint	\$61,496	\$34,438	\$11,069	\$4,920	\$11,069
					Mobile CAD	\$87,578	\$55,858	\$12,977	\$5,767	\$12,977
Other Software, Third Party Hardware, Software and Services, MS-EA					\$57,475		\$33,119	\$11,652	\$5,718	\$7,117
Misc Support and Services (Allocation Method 1)					\$15,000		\$9,096	\$3,717	\$2,082	\$105
					3816644					

Exhibit E

Suggested Objectives and Performance Measures

Develop an organizational structure and funding strategy for the operation and maintenance of a Combined Emergency Communication Center (CECC) within the Hays County Public Safety Facility that will provide:

- Operational efficiencies in a reliable work environment through innovation and the use of shared technology and resources
- Systems and protocols for a timely and effective public safety response to citizens for the protection of life and property
- Valuable and accurate information to responders in order to facilitate the most appropriate response and maintain responder safety
- Unified critical event and emergency management operations with the ability to quickly and appropriately allocate resources and facilitate communications across all agencies

Further Objectives and detailed performance measures will be developed by the managing boards of the CECC once constituted.

Exhibit F

Initial List of Designated Members of the Advisory Board

To be determined.

Exhibit G

Cost Allocation

Exhibit G-COST ALLOCATION

911 Call Method

A hybrid of the percentage of '911 calls' and a percentage of the number of sworn officers for each agency has been used to determine the cost allocations for CAD/RMS costs. All other shared costs are allocated by using a percentage of '911 calls' for the applicable agencies.

Data for 2016 has been provided by the HCSO, Kyle PD, and TXST PD for each agency's total '911 Calls'. The HCSO received 53067 '911 Calls' and KPD received 17648 '911 Calls'. Since the HCSO provides services for other agencies including Buda PD and '911 Calls' are not categorized specifically for each entity, 'Calls for Service' has been used to estimate the number of HCSO '911 Calls' that can be assigned to Buda PD.

Buda PD's 12428 'Calls for Service' is 18.627% of the 66720 'Calls for Service' processed at the HCSO. This percentage is then used to estimate Buda PD's '911 Calls' equaling 9885 (18.627% of 53067). '911 Calls' for the HCSO less Buda PD is estimated at 43182 (53067 minus 9885).

911 Call History	911 calls
TXST PD	500
KPD 911 calls	17648
Total HCSO 911 calls (includes all agencies served)	53067
<u>Total 911 calls</u>	<u>71215</u>

Buda Calls for Service as part of HCSO total	Calls for Service	Percentage
BPD Calls for Service	12428	18.63%
HCSO Calls for Service	54292	81.37%

Total HCSO Calls for Service (includes all agencies served) **66720**

911 Call Estimate All Parties	Est. 911 calls	Percentage
TXST PD (est 911 calls)	500	0.70%
KPD 911 Calls	17648	24.78%
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	60.64%
Est. BPD (18% of HCSO)	9885	13.88%

Total 911 Calls All Parties **71215**

911 Call Estimate-Buda/TXST/Hays Personnel and Support Costs (BTHPS)	Est. 911 calls	Percentage
TXST PD (est 911 calls)	500	0.93%
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	80.61%
Est. BPD (18% of HCSO)	9885	18.45%

Total 911 Calls Buda/TX ST/Hays **53567**

Sworn Officer Method

The number of sworn officers is the number reported by the agency to DPS for the Uniform Crime Reporting (UCR) Program

Number of Sworn Officers	Sworn Officers	Percentage
TXST PD	50	17.99%
KPD	51	18.35%
HCSO	155	55.76%
BPD	22	7.91%

Total Sworn Officers **278**

Exhibit H

Required Program FTE Staffing

Exhibit H-FTE STAFFING

Slot#	Title	Grade	Base Salary	Uniform Allowance	Longevity	Total Salary	FICA/ Medicare	Retirement	Medical/ Dental/Life Ins	Total Cost
PSPS										
Personnel-Management										
0500-001	CECC Director	116	\$ 70,000.00			\$ 70,000.00	\$ 5,355.00	\$ 8,281.00	\$ 11,796.00	\$ 95,432.00
Personnel-IT										
0000-001	IT Support Tech	114	\$ 52,000.00			\$ 52,000.00	\$ 3,978.00	\$ 6,151.60	\$ 11,796.00	\$ 73,925.60
BHPS										
Personnel-Operations										
LT	Emergency Communciations Director	LT-MAX	\$ 95,870.00	\$ 360.00		\$ 96,230.00	\$ 7,361.60	\$ 11,384.01	\$ 11,796.00	\$ 126,771.60
0510-001	Emergency Communications Operations Mgr	115	\$ 69,847.00	\$ 360.00	\$ 820.00	\$ 71,027.00	\$ 5,433.57	\$ 8,402.49	\$ 11,796.00	\$ 96,659.06
0513-001	Lead Emergency Comm. Officer	113	\$ 62,711.00	\$ 360.00	\$ 1,445.00	\$ 64,516.00	\$ 4,935.47	\$ 7,632.24	\$ 11,796.00	\$ 88,879.72
0513-002	Lead Emergency Comm. Officer	113	\$ 62,711.00	\$ 360.00	\$ 455.00	\$ 63,526.00	\$ 4,859.74	\$ 7,515.13	\$ 11,796.00	\$ 87,696.86
0515-001	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 240.00	\$ 42,675.00	\$ 3,264.64	\$ 5,048.45	\$ 11,796.00	\$ 62,784.09
0515-002	Emergency Communications Officer	112	\$ 46,989.00	\$ 360.00	\$ 800.00	\$ 48,149.00	\$ 3,683.40	\$ 5,696.03	\$ 11,796.00	\$ 69,324.43
0515-003	Emergency Communications Officer	112	\$ 43,253.00	\$ 360.00		\$ 43,613.00	\$ 3,336.39	\$ 5,159.42	\$ 11,796.00	\$ 63,904.81
0515-004	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-005	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 265.00	\$ 42,700.00	\$ 3,266.55	\$ 5,051.41	\$ 11,796.00	\$ 62,813.96
0515-006	Emergency Communications Officer	112	\$ 53,946.00	\$ 360.00		\$ 54,306.00	\$ 4,154.41	\$ 6,424.40	\$ 11,796.00	\$ 76,680.81
0515-007	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 275.00	\$ 42,710.00	\$ 3,267.32	\$ 5,052.59	\$ 11,796.00	\$ 62,825.91
0515-008	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-009	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-010	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0515-011	Emergency Communications Officer	112	\$ 55,817.00	\$ 360.00		\$ 55,817.00	\$ 4,270.00	\$ 6,603.15	\$ 11,796.00	\$ 78,486.15
0515-012	Emergency Communications Officer	112	\$ 42,075.00	\$ 360.00	\$ 950.00	\$ 43,385.00	\$ 3,318.95	\$ 5,132.45	\$ 11,796.00	\$ 63,632.40
0515-018	Emergency Communications Officer Overtime	112	\$ 48,305.00	\$ 360.00	\$ 80.00	\$ 48,745.00	\$ 3,728.99	\$ 5,766.53	\$ 11,796.00	\$ 70,036.53
			\$ 150,000.00			\$ 150,000.00	\$ 11,475.00	\$ 17,745.00		\$ 179,220.00
BTHPS										
Personnel-Operations										
0510-002	Emergency Communications Operations Mgr	115	\$ 75,880.00	\$ 360.00	\$ 480.00	\$ 76,720.00	\$ 5,869.08	\$ 9,075.98	\$ 11,796.00	\$ 103,461.06
0513-003	Lead Emergency Comm. Officer	113	\$ 56,153.00	\$ 360.00	\$ 60.00	\$ 56,573.00	\$ 4,327.83	\$ 6,692.59	\$ 11,796.00	\$ 79,389.42
0513-004	Lead Emergency Comm. Officer	113	\$ 46,283.00	\$ 360.00		\$ 46,643.00	\$ 3,568.19	\$ 5,517.87	\$ 11,796.00	\$ 67,525.06
0516-013	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-014	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-015	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-016	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-017	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-019	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-020	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-021	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-022	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-023	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-024	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-025	911 Call Taker	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
0516-026	911 Call Taker Overtime	112	\$ 42,075.00	\$ 360.00		\$ 42,435.00	\$ 3,246.28	\$ 5,020.06	\$ 11,796.00	\$ 62,497.34
			\$ 150,000.00			\$ 150,000.00	\$ 11,475.00	\$ 17,745.00		\$ 179,220.00

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 Sheriff's Office to establish two new Coordinator positions within the Records Management Division (grades 112), authorize computer equipment purchases for new positions; and re-title the Administrative Assistant III, slot 0271-009 to a Records Management Officer effective May 1, 2021 and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

\$55,817

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

The Sheriff's Office is requesting authorization to utilize salary savings to create two new coordinator positions within the Records Management Division; and convert an existing Admin III position to an RMO position effective May 1, 2021.

These new positions are needed due to the increase in Public Information Requests and time required to ensure accuracy of the new Incident Based Reporting. The restructure would create two sections within the RMO division, requiring first-line supervisors for each different and distinct sub-element of the Records Division. This will streamline processes, increasing the efficiency and accuracy demanded by both the public and the Federal Bureau of Investigations.

Incident Based Reporting Coordinator - Grade 112	42,075.00
Records Coordinator - Grade 112	42,075.00
Base Salary - New Positions	84,150.00
Fringe	17,806.14
Insurances	23,604.00
Total New Positions (annualized)	125,560.14
FY21 Fiscal Impact	52,316.73

Re-title Administrative Position - No Grade Change:
Admin III, slot 0271-009 to Records Management Officer

\$3,500 will be allocated for equipment needed for new positions (laptops with accessories, monitors, phones, etc.)

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 award contract for IFB 2021-B05 Concrete Contractor to Myers Concrete Construction, LP.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Purchasing received three bids pursuant to IFB 2021-B05 Concrete Contractor. It is staff's recommendation to award the contract to Myers Concrete Construction, LP. Texas Steel Industrial Placing, LLC. was the apparent low bidder, however, after the due diligence performed by the evaluation committee, it was determined Texas Steel Industrial Placing, LLC. did not provide adequate vendor references that substantiated their ability to fulfill the scope of work as outlined in the formal solicitation.

304 Construction, LLC. \$95.00 per hour
Myers Concrete Construction, LP. \$57.27 per hour
Texas Steel Industrial Placing, LLC. \$55.00 per hour

Attached: IFB 2021-B05 Concrete Contractor: Myers Concrete Construction, LP Contract



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B05
Concrete Contractor

Date Issued: February 25, 2021

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time March 18, 2021.

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

For information please email:
purchasing@co.hays.tx.us

Questions concerning this IFB must be
received in writing no later than 5:00
on March 11, 2021.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Myers Concrete Construction, L.P.	Name:	Randy Myers
Mailing Address:	P.O. Box 2928 Wimberley TX, 78676	Title:	Vice President
		Email Address:	Randy@myersconcrete.com
		Phone No.:	512-847-8000
Signature:		Date:	3/16/2021
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Nicole Parker nicole@myersconcrete.com - 512-847-8000		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	all items	\$57.27 per hour
Vendor:		Term of Contract:
Myers Concrete		April 21 - March 22
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
	April 27, 2021	

Important: Award notice may be made on this form or by other Authorized official written notice.

Hays County Judge

Date

Hays County Clerk

Date



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2021-B05
Concrete Contractor

Date Issued: February 25, 2021

SOLICITATION

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

1:00 p.m. local time March 18, 2021.

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

For information please email:
purchasing@co.hays.tx.us

Questions concerning this IFB must be
received in writing no later than 5:00
on March 11, 2021.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Myers Concrete Construction, P.C.	Name:	Randy Myers
Mailing Address:	P.O. Box 2928 Wimberley TX, 78676	Title:	Vice President
		Email Address:	Randy@myersconcrete.com
		Phone No.:	512-847-8000
Signature:		Date:	3/16/2021
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Nicole Parker nicole@myersconcrete.com - 512-847-8000		

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

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

March 15, 2021

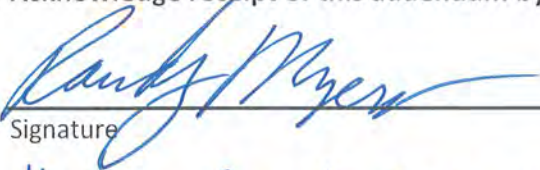
ADDENDUM #1
IFB 2021-B05 Concrete Contractor

Please find attached Addendum #1 to IFB 2021-B05 Concrete Contractor.

Attachments to this addendum:

- Question & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.


Signature

Myers Concrete Construction, LP
Company Name

3/17/2021
Date

Addendum #1 to IFB 2021-B05 Concrete Contractor
Issue Date: March 15, 2021

Table of Contents

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

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

- ☐ 1. Electronic Submission of Bid Packet through BidNet Direct or
- ☐ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

1. **Type of Solicitation:** Request for Proposal
2. **Solicitation Number:** IFB 2021-B05
Concrete Contractor
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
5. **Deadline for Responses:** In issuing office no later than:
Thursday, March 18, 2021; 1:00 p.m. Central Time (CT)
6. **Initial Contract Term:** April 2021 – March 2022
7. **Optional Contract Terms:** Four (4) one (1) year optional renewals
8. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
9. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 11, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted.**
Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. **Addenda** Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

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

Anticipated Schedule of Events

February 25, 2021	Issuance of IFB
March 11, 2021	Deadline for Submission of Questions (5:00 PM CT)
March 18, 2021	Deadline for Submission of Proposals (1:00 PM CT) Late bids will not be accepted.
April	Anticipated contract award date

III. Specifications

A. Introduction

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

B. Scope of Work

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

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

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

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

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

C. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The awarded contractor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

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

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

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

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

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

E. Submittal Requirements

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

Mailed or Dropped off Proposals:

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

Electronic Proposals:

- Upload proposal with required forms manually signed by Vendor
- No thumb drive required with electronic submissions
- www.bidnetdirect.com/hayscounty

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

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

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

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

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

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

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

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

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent(s) on the basis of "best value". Best value will be determined based on cost, experience,

qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

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

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

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

A prospective respondent must meet the following requirements:

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

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

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

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

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

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

G. Bonds

Bid Bond

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

Power of Attorney

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

Payment Bond and Performance Bond shall be as follows:

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

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

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

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

H. Warranty of Performance

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

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

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

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

34. **INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

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

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: City of New Braunfels
Address: 550 Land St., New Braunfels, TX 78130
Contact Person and Title: Adam Mitchie - Capital Project Manager
Phone Number: 830 - 221 - 4079
Scope & Duration of Contract: Multiple Drainage Projects, downtown sidewalks - 1 Year

REFERENCE TWO

Company Name: City of Marble Falls
Address: 800 3rd Street, Marble Falls, TX 78654
Contact Person and Title: Mike Hodge - City Manager
Phone Number: 830-798-7051
Scope & Duration of Contract: Shoreline excavation, Seawall, Park Trail, site investigation, site electrical, new roadways & parking, retaining walls, etc. - 1 Year

REFERENCE THREE

Company Name: City of Seguin
Address: 205 N River Street, Seguin, TX 78155
Contact Person and Title: Matl Pekur - Project Manager
Phone Number: 979 - 702 - 0439
Scope & Duration of Contract: Multiple street/sidewalk projects - 2 months - 1 year

VI. Certificate of Interested Parties

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

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 10px;">Myers Concrete Construction, LP</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 10px;">None</div> <div style="text-align: center; margin-top: 5px;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> <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: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="text-align: center; font-family: cursive; font-size: 1.5em;">[Signature]</div> <div style="text-align: center; margin-top: 5px;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%; text-align: center;"> <div style="font-size: 1.5em;">3/17/21</div> <div style="margin-top: 5px;">Date</div> </div> </div>		

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.

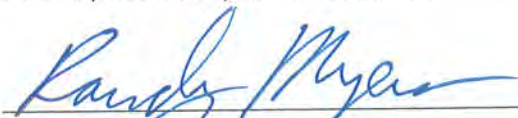
Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, 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:

Randy Myers - Vice President

COMPANY NAME:

Myers Concrete Construction, LP

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, Randy Myers (Person name), the undersigned representative of
Myers Concrete Construction, LP (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:

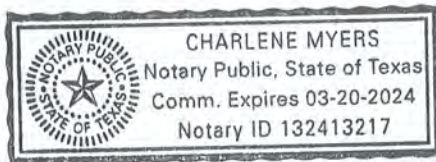
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Randy Myers
Signature of Company Representative

3/17/21
Date

On this 17th day of March, 2021, personally appeared Randy Myers, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
Notary Public in and for the State of Texas
3/17/21
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.

Myers Concrete Construction, LP
Company Name

2021-B05

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, Stephanie Hunt, 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.

Myers Concrete Construction, LP
Company Name

2021-B05

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Stephanie Hunt
Purchasing Representative

April 14, 2021
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.

Myers Concrete Construction, L.P.

Name of Firm

Randy Myers

Signature of Certifying Official

Vice President

Title of Certifying Official

Randy Myers, L.P.

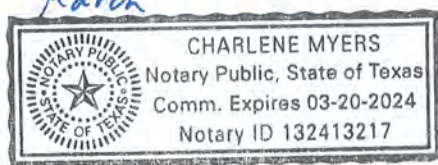
Printed Name of Certifying Official

3/17/21

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 Randy Myers on this
the day of 17th, 2021, on behalf of said Firm.



Randy Myers
[Signature]
Notary Public in and for the State of Texas

My commission expires: 3/20/2024

XIII. Vendor/Bidder's Affirmation

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

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

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

Myers Concrete Construction, LP

Name of Contracting Company

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

P118198

Randy Myers

Signature of Company Official Authorizing Bid/Offer

Randy Myers

Printed Name

clark@myersconcrete.com

Email Address

Vice President

Title

312-847-8000

Phone

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

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

No known relationships with any current or former Hays County employees.

Attach additional pages if necessary.

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

Myers Concrete Construction, LP

Name of Vendor

Randy Myers

Signature of Certifying Official

Vice President

Title of Certifying Official

Randy Myers

Printed Name of Certifying Official

3/17/21

Date

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

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

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

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

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

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

MAN-HOUR LABOR RATES:

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

- Per man-hour listed on the bid form shall include all labor, materials, tools, equipment, vehicles to transport crew to and from, and incidentals required to complete the work.
- The County reserves the right to determine the size of the crew to be assigned to each project.
- Job sites will be located throughout Hays County; therefore, time charges shall begin when crews begin working at the designated jobsites.
- Hays County staff will validate daily the number of crew members present on each project for accurate billing purposes.
- The contractor will be responsible for providing an estimate of materials and labor costs for each project; however, payment will be made based on the contracted price per man-hour worked.
- Any bid that does to include Attachment A: IFB 2021-B05 Bid Form will be deemed non-responsive.

Per man-hour rate \$ 57.27 /hr.

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



Signature of Person authorized to sign bid

3/17/21

Date

Randy Myers Vice President

Printed Name and Title of signer

Randy @myorsconcrete.com

Email Contact of signer

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a contract for TxCDBG Administrative Services between Hays County and Langford Community Management Services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 27, 2021	NTE \$35,000

LINE ITEM NUMBER

Fund 146

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	SHELL	N/A

SUMMARY

On March 30, 2021 Commissioners Court awarded TxCDBG Administrative Services to Langford Community Management Services and authorized General Counsel to negotiate a contract.

Attached:
TxCDBG Administrative Services Contract

MANAGEMENT / ADMINISTRATION SERVICES CONTRACT

PART I AGREEMENT

THIS AGREEMENT, by and between the COUNTY OF HAYS, hereinafter called the "County", acting herein by Ruben Becerra, County Judge, hereunto duly authorized, and LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. hereinafter called "the Contractor", acting herein by Judy Langford, Owner, was awarded on 1st day of April 2021 by the Commissioners' Court of Hays County.

WITNESSETH THAT:

WHEREAS, the COUNTY OF HAYS desires to submit an application for a Texas Community Development Block Grant (hereinafter called "TxCDBG") Program for a Texas Community Development Fund (CD) project through the Texas Department of Agriculture (TDA); **and with funding**, desires to implement/construct the project.

WHEREAS, the County desires to engage LANGFORD COMMUNITY MANAGEMENT SERVICES, INC to render certain professional administrative services in connection with this 2021-2022 TxCDBG application/project requiring application preparation and subsequent administration of the project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on April 1, 2021. In any event, all of the services required and performed hereunder shall be completed no later than two years after the contractual obligation for the funds from TDA or final close-out documentation received from the TxCDBG Program.

3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County TxCDBG contract with TDA.

5. Retention of Records – The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for the preparation, development and submission of an application will be \$0.00 **and with funding of the project** an amount not to exceed \$ 35,000.00 for the administration and management of the project will be contractually obligated. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement. Invoicing will occur as milestones are completed. Payment is due 30 days upon receipt from contractor.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
- This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in HAYS County, Texas.
 - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never HAYS contained herein.
 - If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement
- This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral for this project. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.


COUNTY OF HAYS

BY: _____
 (Local County Official)

 Ruben Becerra
 (Printed Name)

 County Judge
 (Title)

**LANGFORD COMMUNITY MANAGEMENT
 SERVICES**

BY: 
 (Contractor's Authorized Representative)

 Judy Langford
 (Printed Name)

 Owner
 (Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Scope 1 - Application Preparation and Submission:

Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

Scope 2 – Management of Project with the Receipt of Funding:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish County with necessary forms and procedures required for implementation of project.
6. Assist the County in meeting all special condition requirements that may be stipulated in the contract between the County and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare and submit Financial Interest Reports (FIR) for County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the County's signature to acquire the property or to secure an easement; and
 - Assist the County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.
7. Assist the County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist County in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Obtain wage rates from U.S. DOL website.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with SAMS.gov.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Labor Standards Record to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by County and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist County in resolving any monitoring and audit findings.
3. Assist County in resolving any third-party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III PAYMENT SCHEDULE

The County shall reimburse Langford Community Management Services, Inc for management/administrative services provided for completion of the following project milestones in the following amounts:

Milestone / Task	Contract Fee
• Establishment of Recordkeeping System	\$2,500.00
• Completion with EEO/Fair Housing Requirements/Reporting	\$3,000.00
• Compliance with Environmental/Special Conditions Clearance	\$8,500.00
• Completion of all Acquisition Activities	\$1,000.00
• Contract/Financial Project Management	\$2,500.00
• Procurement of Construction Contractor/Submittal of Financial Interest Report(s) for Construction Costs	\$5,000.00
• Labor Standards Compliance/50% Completion of Construction	\$4,500.00
• Labor Standards Compliance/50% Completion of Construction	\$4,500.00
• Filing of all Required Close-out Documentation	\$3,500.00
Total	\$35,000.00

PART IV

TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. The County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. If the TxCDBG program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds. If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.
5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall ensure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic

area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

PART V REQUIRED CONTRACT PROVISIONS

THRESHOLD	PROVISION	CITATION
None	(H) 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 government-wide 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.” SAM Exclusions 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.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are	2 CFR 200.336 (former 24 CFR 85.36(i)(10))

	pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p>	Chapter 176 of the Local Government Code

	(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
>\$10,000	<p><i>(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 effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon</p>	2 CFR 200 APPENDIX II(B)

	such termination.]	
>\$50,000	<p>(A) <i>Contracts for more than \$50,000 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.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p>	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) <i>Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p>	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	<p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective</p>	
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	<p>bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant</p>	
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	<p>so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the</p>	
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	<p>contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment</p>	24 CFR §135.38

	<p>positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

NO CONFLICT OF INTEREST

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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?

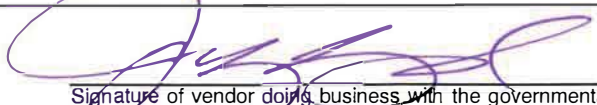
☐ Yes ☐ No

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?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

April 1, 2021

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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a contract for RFQ 2021-Q06 CDBG Engineering Services between Hays County and TRC Engineers, Inc.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

NTE \$87,500

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Tammy Crumley

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

On March 30, 2021 Commissioners Court awarded RFQ 2021-Q06 CDBG Engineering Services to TRC Engineers, Inc. and authorized General Counsel to negotiate a contract.

TRC Engineering Inc. Contract will be brought to 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

Workshop presented by Enterprise Fleet Management, Inc. regarding the Hays County Enterprise Lease Program.

ITEM TYPE

WORKSHOP

MEETING DATE

April 27, 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

BECERRA

CO-SPONSOR

N/A

SUMMARY

This workshop will update the County Judge and Commissioners on the current status of our Enterprise Lease Program. Presenters from Enterprise will also address the vision and needs of the program moving forward.

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

Workshop at 2pm led by the U.S. Census Bureau on how to effectively utilize census data for local stats in support of critical planning topics.

ITEM TYPE

WORKSHOP

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Anita Collins

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

In a one-and-a-half-hour workshop, William Horton of the U.S. Census Bureau will demonstrate the methods of accessing and utilizing census data and answer questions from the court and the public. In-person attendees are encouraged to RSVP and welcomed to bring their laptops to follow along. Please see attached flyer for more information.

Guidelines from CDC for COVID-19 safety protocols will be in place, including masks and social distancing.

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 Court Reporter positions within the Hays County District Court. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

April 27, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

001-608-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Judge Gary Steel

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Summary to be provided to Court.