

**Commissioners Court August 17, 2021  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **17<sup>th</sup> day of August 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.

**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.

1	4	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
2	5	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
3	6	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
4	7-19	Approve Commissioners Court Minutes of July 27, 2021 and August 3, 2021. <b>BECERRA/CARDENAS</b>
5	20-23	Authorize the execution of the annual renewal contract between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for the continued access to the online reservation systems. <b>SHELL/T.CRUMLEY</b>
6	24	Authorize payment to 4-Way Auto, LLC. for the Constable Pct. 2 Office related to repairs to a Dodge Ram 1500 in which no purchase order was issued as required per the Hays County Purchasing Policy. <b>JONES/TORRES</b>
7	25-49	Authorize the submission of a grant application to the Department of State Health Services Public Health Equity Program in the amount of \$400,000. <b>INGALSBE/T.CRUMLEY</b>
8	50	Authorize the Office of Emergency Services/Hays County CERT to purchase equipment that will enhance the sustainability of the existing CERT trailers and amend the budget accordingly. <b>BECERRA/JONES</b>
9	51-52	Approve the transfer of a 2011 Dodge Ram Pickup truck from the Hays County Constable Pct. 2 Office to the Hays County Building Maintenance Department. <b>JONES/T.CRUMLEY</b>
10	53	Authorize the Constable Pct. 1 Office to purchase one replacement SX Level 3A Bullet Proof Vest valued at \$880.00. <b>INGALSBE/PETERSON</b>

**ACTION ITEMS**

**ROADS**

11	54	Discussion and possible action to approve the selection of BGE, Inc. to provide long range planning for Yarrington Road between State Hwy 21 and IH35; and authorize staff and counsel to negotiate a contract. <b>INGALSBE/BORCHERDING</b>
12	55-61	Discussion and possible action to consider the acceptance of road construction & drainage improvements and accept the 2-year maintenance bond #4438044MNT in the amount of \$30,833.58 for Anthem subd., Phase 1B. <b>JONES/BORCHERDING</b>
13	62-64	Discussion and possible action to authorize the County Judge to execute Supplemental No. 9 in the amount of \$5,989.30 to the Professional Services Agreement for General Engineering Consultant (GEC)/Program Management services between Hays County and HNTB Corporation for the Hays County/TxDOT Partnership Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). <b>INGALSBE/BORCHERDING</b>

14	65-74	Discussion and possible action to accept the Subdivision and Site Improvement Bond No. ES00007788 in the amount of \$350,046.72 for drainage, street, and erosion control improvements in the Headwaters at Barton Creek Subdivision, Phase 5, Section 1. <b>SMITH/BORCHERDING</b>
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### MISCELLANEOUS

15	75-82	Discussion and possible action to authorize the demolition and replacement of shower stalls and restroom partitions within the existing portion of the Jail Facility as part of the Jail Expansion Project. <b>INGALSBE/SHELL/CUTLER</b>
16	83-94	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Donnoe & Associates, Inc. for the creation of test exam booklets and questionnaires for the promotional exams at the Sheriff's Office. <b>INGALSBE/CUTLER</b>
17	95-108	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Jan Ford Mustin to perform pre-employment psychological evaluations. <b>INGALSBE/CUTLER</b>
18	109-120	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Steven A. Logsdon, PH.D. to perform pre-employment psychological evaluations. <b>INGALSBE/CUTLER</b>
19	121	Discussion and possible action to create the Hays County Salary Grievance Committee for the remainder of the fiscal year Pursuant to Chapter 152 of the Local Government Code. <b>BECERRA/KENNEDY</b>
20	122-126	Discussion and possible action to order a Special Election to be held on November 2, 2021; and to approve Early Voting schedule & locations and Election Day locations for the Special Election called by the Governor to vote on Constitutional Amendments. <b>INGALSBE/ANDERSON</b>

### WORKSHOP

21	127	11:00 a.m. - Budget Workshop regarding the FY 2022 Hays County Budget. Possible action may follow. <b>BECERRA</b>
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### 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.

22	128	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. <b>SHELL</b>
23	129	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at or near Clovis Barker Rd, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
24	130	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to local authority under the Governor's Executive Orders for COVID-19. Possible discussion and/or action may follow in open Court. <b>BECERRA</b>

### STANDING AGENDA ITEMS

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

25	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
26	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
27	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. <b>INGALSBE/CUTLER</b>
28	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>

### ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 13<sup>th</sup> day of August, 2021**

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

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

August 17, 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



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

#### AGENDA ITEM

Approve payment of Juror checks.

#### ITEM TYPE

CONSENT

#### MEETING DATE

August 17, 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

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ALONZO

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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

August 17, 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 July 27, 2021 and August 3, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Minutes sent to the Court under separate cover.



JULY 27, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 27<sup>th</sup> DAY OF JULY 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:**

Pastor Stella Burkhalter, 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**

Rodrigo Amaya made a public comment regarding financial accountability. Dan Lyon made a public comment against paying higher taxes due to larger corporations and county disbursements.

**36618 ADOPT A PROCLAMATION DECLARING THE MONTH OF AUGUST 2021 AS NATIONAL IMMUNIZATION AWARENESS MONTH.**

Dan Lyon made a public comment urging caution against the COVID vaccine and and waiting to vaccinate children until after 2 years of age. Eric Schneider, Epidemiologists with the Local Health Department, spoke to the court regarding the importance of immunizing. He stated to assist the community, the Hays County Health Department has partnered with Live Oak Community Clinic to provide free vaccines to children who are under insured or uninsured from August 9<sup>th</sup> – August 13<sup>th</sup>. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a proclamation declaring the month of August 2021 as National Immunization Awareness Month. All present voted "Aye." MOTION PASSED.**

**36619 APPROVE PAYMENTS OF COUNTY INVOICES.**

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

**36620 APPROVE PAYMENTS OF JUROR CHECKS.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payments of Juror checks. All present voted "Aye." MOTION PASSED.

**Clerk's Note Agenda Item #4 RE: APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS. – WAS PULLED.**

**36621 APPROVE COMMISSIONERS COURT MINUTES OF JULY 13, 2021.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of July 13, 2021. All present voted "Aye." MOTION PASSED.

**36622 APPROVE THE PAYMENT OF THE JULY 31, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,975,000.00 EFFECTIVE JULY 30, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**



JULY 27, 2021

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of the July 31, 2021 payroll disbursements in an amount not to exceed \$3,975,000.00 effective July 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

**36623      AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY21 LOCAL SOLICITATION IN THE AMOUNT OF \$28,989.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the submission of a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation in the amount of \$28,989. All present voted "Aye." MOTION PASSED.

**36624      APPROVE THE APPOINTMENT OF THEODORE L. "LARRY" COKER TO THE EMERGENCY SERVICES DISTRICT (ESD) NO. 4 BOARD OF EMERGENCY SERVICES COMMISSIONERS, TO FILL THE VACANCY CREATED BY THE RESIGNATION OF EDDIE GUMBERT, FOR A TERM ENDING DECEMBER 31, 2022.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the appointment of Theodore L. "Larry" Coker to the Emergency Services District (ESD) No. 4 Board of Emergency Services Commissioners, to fill the vacancy created by the resignation of Eddie Gumbert, for a term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

**36625      AUTHORIZE A BUDGET AMENDMENT BETWEEN COUNTYWIDE OPERATIONS AND THE PARKS DEPARTMENT IN THE AMOUNT OF \$20,000 TO COVER COSTS RELATED TO CONTRACT SERVICES FOR THE REMAINDER OF THE FISCAL YEAR.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize a budget amendment between Countywide Operations and the Parks Department in the amount of \$20,000 to cover costs related to Contract Services for the remainder of the fiscal year. All present voted "Aye." MOTION PASSED.

**36626      AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THREE 1-BEDROOM COTTAGES LOCATED AT PIONEER TRAIL, SAN MARCOS, TX 78666.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility permit for three 1-bedroom cottages located at Pioneer Trail, San Marcos, TX 78666. All present voted "Aye." MOTION PASSED.

**36627      AUTHORIZE A BUDGET AMENDMENT FOR THE TRANSFER OF \$10,000 IN CONTINUING EDUCATION FUNDS FROM THE SHERIFF'S OFFICE JAIL BUDGET TO THE SHERIFF'S OFFICE OPERATING DIVISION CONTINUING EDUCATION BUDGET.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize a budget amendment for the transfer of \$10,000 in continuing education funds from the Sheriff's Office Jail budget to the Sheriff's Office Operating division continuing education budget. All present voted "Aye." MOTION PASSED.

**36628      APPROVE OUT OF STATE TRAVEL FOR RECORDS PROGRAM ADMINISTRATOR STEPHANIE ROBINSON TO ATTEND THE TYLER NEW WORLD ADVISORY BOARD MEETING ON SEPTEMBER 28-29, 2021 IN TROY, MICHIGAN.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler New World



JULY 27, 2021

Advisory Board Meeting on September 28-29, 2021 in Troy, Michigan. All present voted "Aye." MOTION PASSED.

**36629        APPROVE OUT OF STATE TRAVEL FOR SERGEANT MATT WASKO TO ATTEND THE NATIONAL TACTICAL OFFICERS ASSOCIATION CONFERENCE ON SEPTEMBER 12-17, 2021 IN KANSAS CITY, MISSOURI.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve out of state travel for Sergeant Matt Wasko to attend the National Tactical Officers Association Conference on September 12-17, 2021 in Kansas City, Missouri. All present voted "Aye." MOTION PASSED.

**36630        AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN MARCOS, HAYS COUNTY, AND LAZY OAKS RANCH, LP IN CONNECTION WITH THE LA CIMA DEVELOPMENT TO CLARIFY THE NUMBER OF MULTI-FAMILY UNITS AUTHORIZED FOR CONSTRUCTION WITHIN THE FIRST PHASE TO BE BASED ON A NUMBER OF UNITS, RATHER THAN THE NUMBER OF ACRES.**

Jordan Powell, Assistant General Counsel, stated this is a cleanup from the Third Amendment that was not noticed and that the City of San Marcos has passed this item unanimously. A motion was made by Commissioner Shell, seconded by Commissioner Smith to execute the Fourth Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development to clarify the number of multi-family units authorized for construction within the first phase to be based on a number of units, rather than the number of acres. All present voted "Aye." MOTION PASSED.

**36631        AUTHORIZE THE COUNTY JUDGE TO EXECUTE A TEXAS WORKFORCE COMMISSION INFORMATION RELEASE CONTRACT AMENDMENT FOR THE HAYS COUNTY CONSTABLE'S OFFICE, PRECINCT #1.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Texas Workforce Commission Information Release Contract Amendment for the Hays County Constable's Office, Precinct #1. All present voted "Aye." MOTION PASSED.

**36632        AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO UTILIZE \$13,001 IN TRAINING SAVINGS TO PURCHASE HAZMAT TRAINING PROPS AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to utilize \$13,001 in training savings to purchase Hazmat training props and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36633        APPROVE UTILITY PERMITS.**

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

**36634        APPROVE RENEWAL OF IFB 2018-B7 REGULATORY ROAD SIGNS WITH CENTERLINE SUPPLY, PATHMARK TRAFFIC EQUIPMENT, LLC. AND VULCAN, INC. FOR ONE (1) ADDITIONAL YEAR WITH PROPOSED PRICE CHANGES. THE COUNTY WILL UTILIZE THE PRICES ON THE BID TABULATION SHEET AND WILL ORDER FROM THE LOWEST BIDDER FIRST; IF MATERIALS ARE UNAVAILABLE THROUGH THE 1ST LOWEST BIDDER, THEN THE COUNTY MAY ORDER FROM THE 2<sup>ND</sup> LOWEST BIDDER.**



JULY 27, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve renewal of IFB 2018-B7 Regulatory Road Signs with Centerline Supply, PathMark Traffic Equipment, LLC. and Vulcan, Inc. for one (1) additional year with proposed price changes. The County will utilize the prices on the bid tabulation sheet and will order from the lowest bidder first; if materials are unavailable through the 1st lowest bidder, then the County may order from the 2<sup>nd</sup> lowest bidder. All present voted "Aye." MOTION PASSED.

**36635      AUTHORIZE THE SUBMISSION OF A RENEWAL AWARD FOR THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS), FY22 TUBERCULOUS FEDERAL (TB-FED) IN THE AMOUNT OF \$22,297.00.**

Commissioner Smith thanked the Health Department in everything they do related to this program. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the submission of a renewal award for the Texas Department of State Health Services (DSHS), FY22 Tuberculous Federal (TB-FED) in the amount of \$22,297.00. All present voted "Aye." MOTION PASSED.

**36636      AUTHORIZE THE DEVELOPMENT SERVICES DEPARTMENT TO PURCHASE ONE (1) MICROSOFT SURFACE PRO TABLET WITH ACCESSORIES VALUED AT \$2,232.07 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Development Services Department to purchase one (1) Microsoft Surface Pro tablet with accessories valued at \$2,232.07 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

**36637      APPROVE SPECIFICATIONS FOR IFB 2021-B12 COUNTYWIDE DUMPSTERS AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2021-B12 Countywide Dumpsters and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

**36638      AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH PBS OF TEXAS RELATED TO COUNTYWIDE JANITORIAL SERVICES PURSUANT TO RFP 2020-P02.**

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

**36639      APPROVE THE CONSENT TO ASSIGNMENT OF IFB 2019-B03 ROAD BUILDING MATERIALS - HOT MIX WITH CENTURY ASPHALT, LTD. TO TEXAS MATERIALS GROUP, INC.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the Consent to Assignment of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd. to Texas Materials Group, Inc. All present voted "Aye." MOTION PASSED.

**36640      DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON JULY 27, 2021 TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF CENTERPOINT ROAD AND CR 266.**

Commissioner Ingalsbe stated there is a correction to this motion for the date. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on August 10, 2021 to establish a 4-way stop at the intersection of Centerpoint Road and CR 266. All present voted "Aye." MOTION PASSED.



JULY 27, 2021

- 36641 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$16,650 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND PAPE DAWSON ENGINEERS, INC. FOR THE CENTERPOINT ROAD IMPROVEMENTS PROJECT AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).**

Commissioner Ingalsbe stated these are for additional services we are asking of Pape Dawson, including lowering a blind hill. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 3 in the amount of \$16,650 to the Professional Services Agreement between Hays County and Pape Dawson Engineers, Inc. for the CenterPoint Road Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36642 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, RELEASE OF THE SUBDIVISION BOND #0722785 IN THE AMOUNT OF \$1,312,418.44, AND ACCEPT THE 2-YEAR MAINTENANCE BOND #EACX4002108 IN THE AMOUNT OF \$240,001.76 FOR SUNSET OAKS SUBD., SECTION 4, PHASE 1A.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept road construction & drainage improvements, release of the subdivision bond #0722785 in the amount of \$1,312,418.44, and accept the 2-year maintenance bond #EACX4002108 in the amount of \$240,001.76 for Sunset Oaks Subd., Section 4, Phase 1A. All present voted "Aye." MOTION PASSED.

- 36643 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #70180287 IN THE AMOUNT OF \$49,078.96 AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR SHADOW CREEK SUBDIVISION, PHASE 8, SECTION 2.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the release of maintenance bond #70180287 in the amount of \$49,078.96 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 8, Section 2. All present voted "Aye." MOTION PASSED.

- 36644 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A NO PARKING ZONE ALONG BOTH SIDES OF BLISS SPILLAR ROAD BETWEEN SEPTEMBER SONG DRIVE AND THE TRAVIS COUNTY LINE.**

Judge Becerra opened the public hearing at 10:49 a.m. No comments were made. Judge Becerra closed the public hearing at 10:49 a.m. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to establish a No Parking zone along both sides of Bliss Spillar Road between September Song Drive and the Travis County line. All present voted "Aye." MOTION PASSED.

- 36645 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON AUGUST 10, 2021 TO ESTABLISH A "NO THRU TRAFFIC" ZONE IN THE MEADOW WOODS SUBDIVISION WITH SIGNAGE POSTED ON SUNFLOWER DRIVE (AT FM 150) AND MEADOW WOODS DRIVE (AT FM 2770).**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on August 10, 2021 to establish a "No Thru Traffic" zone in the Meadow Woods subdivision with signage posted on Sunflower Drive (at FM 150) and Meadow Woods Drive (at FM 2770). All present voted "Aye." MOTION PASSED.

- 36646 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON AUGUST 10, 2021 TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF CROSSWINDS PARKWAY, WINDSWEPT WAY AND THE AMENITY CENTER ENTRANCE IN CROSSWINDS SUBDIVISION.**





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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on August 10, 2021 to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision. All present voted "Aye." MOTION PASSED.

**36647 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG) PROJECT OFF-SYSTEM (CENTER STREET RAIL SIDING PROJECT) AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT ON BEHALF OF HAYS COUNTY.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) Project Off-System (Center Street Rail Siding Project) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County. All present voted "Aye." MOTION PASSED.

**36648 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE PERFORMANCE BOND #CMS0344771 FOR STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$743,641.94 FOR 6 CREEKS PHASE 1 SECTION 8A SUBDIVISION.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the Performance Bond #CMS0344771 for street and drainage improvements in the amount of \$743,641.94 for 6 Creeks Phase 1 Section 8A Subdivision. All present voted "Aye." MOTION PASSED.

**36649 DISCUSSION AND POSSIBLE ACTION TO PAY HCISD FOR REPAIRS TO THEIR IRRIGATION SYSTEM AT CHAPA ELEMENTARY SCHOOL WHICH WAS CAUSED DURING THE DACY RECONSTRUCTION PROJECT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to pay HCISD for repairs to their irrigation system at Chapa Elementary School which was caused during the Dacy Reconstruction Project, not to exceed \$1,000.00. All present voted "Aye." MOTION PASSED.

**36650 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR IFB 2021-B11 ROAD IMPROVEMENTS: REMOVE & REPLACE HOT MIX TO ASPHALT INC. DBA LONE STAR PAVING.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to award contract for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix to Asphalt Inc. dba Lone Star Paving. All present voted "Aye." MOTION PASSED.

**36651 DISCUSSION AND POSSIBLE ACTION TO AWARD THE CONTRACT FOR IFB 2021-B06 RM 3237 ROUNDABOUT TO COX COMMERCIAL CONSTRUCTION.**

Rodrigo Amaya made a public comment against use of Cox Commercial Construction. Commissioner Shell stated he has no connection to Cox Commercial Construction. Jerry Borcharding, Transportation Director, stated this company just finished the state road 150 widening and has acceptable work. Marisol Alonzo, Auditor, stated that City of San Marcos gave a satisfactory reference check. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to award the contract for IFB 2021-B06 RM 3237 Roundabout to Cox Commercial Construction. All present voted "Aye." MOTION PASSED.**

**36652 PLN-1549-PC; CALL FOR A PUBLIC HEARING ON AUGUST 10TH, 2021 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE PICO RANCH 1, TRACT 1R AND TRACT 3, REPLAT.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to call for a Public Hearing on August 10th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat. All present voted "Aye." MOTION PASSED.



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- 36653      PLN-1706-PC; CALL FOR A PUBLIC HEARING ON AUGUST 10TH, 2021 TO DISCUSS POSSIBLE ACTION REGARDING THE DOUGLAS ESTATES SUBDIVISION, LOT D-38, REPLAT.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on August 10th, 2021 to discuss possible action regarding the Douglas Estates Subdivision, Lot D-38, Replat. All present voted "Aye." MOTION PASSED.

- 36654      DISCUSSION AND POSSIBLE ACTION TO ADOPT AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING THE 2021 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING AN UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; AND PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Jordan Powell, Assistant General Counsel, stated this is an annual update in relation to the La Cima Public Improvement District. Allison Snyder, P3 Works, reviewed the improvements included in the update. A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving the 2021 Annual Service Plan Update to the Service and Assessment Plan, Including an Updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll and Neighborhood Improvement Area #2 Assessment Roll for the La Cima Public Improvement District. All present voted "Aye." MOTION PASSED.

- 36655      DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TREASURER'S OFFICE TO DOUBLE FILL THE TREASURY ASSOCIATE POSITION, SLOT 0079-001, FOR A 2-MONTH PERIOD EFFECTIVE 08/01/2021 AND AMEND THE BUDGET ACCORDINGLY.**

Britney Richey, Treasurer, explained to the court the need to double fill the treasury associate position. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Treasurer's Office to double fill the Treasury Associate position, slot 0079-001, for a 2-month period effective 08/01/2021 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36656      DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CRIMINAL DISTRICT ATTORNEY TO RE-GRADE THE ATTORNEY II, SLOT 0787-006 (GRADE 118) TO AN ATTORNEY III (GRADE 119) EFFECTIVE 8/01/21 UTILIZING SALARY SAVINGS.**

Rodrigo Amaya made a public comment against department shifting of positions. Wes Mau, District Attorney, stated this position was occupied by an attorney that would have been promoted next year. The re-grade would advertise to more experienced attorneys to fill the position. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Criminal District Attorney to re-grade the Attorney II, slot 0787-006 (grade 118) to an Attorney III (grade 119) effective 8/01/21 utilizing salary savings. All present voted "Aye." MOTION PASSED.

- 36657      DISCUSSION AND POSSIBLE ACTION TO REVIEW AND APPROVE A PRELIMINARY HAYS COUNTY BUDGET CALENDAR FOR FISCAL YEAR 2022.**

Vickie Dorsett, First Assistant County Auditor, stated the No New Revenue Rate calculations were not going to be available until later in the day or tomorrow. Due to Senate Bill 1357, they can take advantage of the time that the Judge is allowed. She stated there will now need to be a Special Meeting called for August 3, 2021, for the Judge to present his budget. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to review and approve the Revised Hays County budget calendar for Fiscal Year 2022. All present voted "Aye." MOTION PASSED.



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**DISCUSSION AND POSSIBLE ACTION REGARDING HAYS COUNTY'S MULTI-YEAR IMPROVEMENT GRANT PROGRAM APPLICATION TO THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) FOR PUBLIC DEFENDER SERVICES.**

Commissioner Shell stated he and Commissioner Ingalsbe recently met to keep moving forward to gain the support that is necessary. He stated the TIDC is in the funding stage and will meet in December which he hopes to take advantage of. He gave a brief update on recent arrests and the impact it has had on our Criminal Justice System and how we need to support everything we can to make incremental improvements across the spectrum of the Criminal Justice System. Commissioner Shell stated we have made changes to improve magistration and that Pre-Trial Services would be a tool that can be used to continue to make improvements. The Indigent Defense Coordinator has been making headway in producing improvements in how people are appointed counsel. A Mental Health court will be included in the budget to support that too. Commissioner Ingalsbe stated she appreciates all Commissioner Shell has done and she supports this effort. Commissioner Smith expressed his concern regarding the cost, how it has progressed and to keep in mind. No action was taken.

**36658 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE SHERIFF'S OFFICE TO UTILIZE SALARY SAVINGS TO PAY DOWN COMPENSATION ACCRUALS FOR A JAIL MAINTENANCE POSITION.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to utilize salary savings to pay down compensation accruals for a Jail maintenance position. All present voted "Aye." MOTION PASSED.

**36659 DISCUSSION AND ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND RED RIVER COUNTY FOR JAIL SERVICES RELATED TO THE HOUSING AND CARE OF HAYS COUNTY INMATES.**

Captain Julie Villalpando, Hays County Sheriff's Office, stated this agreement is to prepare for the future and have options when the time comes. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and Red River County for Jail Services related to the housing and care of Hays County inmates. All present voted "Aye." MOTION PASSED.

**36660 DISCUSSION AND ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND SAN JACINTO COUNTY FOR JAIL SERVICES RELATED TO THE HOUSING AND CARE OF HAYS COUNTY INMATES.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and San Jacinto County for Jail Services related to the housing and care of Hays County inmates. All present voted "Aye." MOTION PASSED.

**36661 DISCUSSION AND POSSIBLE ACTION TO CREATE THE HAYS COUNTY EMPLOYEE GRIEVANCE COMMITTEE PURSUANT TO THE HAYS COUNTY PERSONNEL POLICY HANDBOOK.**

Mark Kennedy, General Counsel, stated the previous model used to select the committee is a good starting point. Shari Miller, Human Resources Director, stated the last employee grievance committee was established in 2009 and that the participants were identified by Commissioners Court. Shari Miller stated she will remain on the committee as a representative per policy. A motion was made by Judge Becerra, seconded by Commissioner Shell to create the Hays County Employee Grievance Committee Pursuant to the Hays County Personnel Policy Handbook to consist of the following members: Laura Nava, Janice Weber, Vickie Dorsett, Emily Sierra and Yvette Faulkner. All present voted "Aye." MOTION PASSED.

**36662 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF THE FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE GREATER SAN MARCOS ECONOMIC DEVELOPMENT COUNCIL.**



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Dan Lyon made public comment against paying for private businesses to come into Hays County. Commissioner Shell stated the private sector is funding half of the partnership. He understands the concerns but feels it is necessary to compete to bring businesses and job growth to Hays County. Commissioner Smith stated the cost of living continues to rise and its pursuant to us to get better higher paying jobs here. Commissioner Ingalsbe thanked Dan Lyon for voicing his concerns. She stated these companies must meet certain criteria they give. Commissioner Jones stated this is a net gain for the county and the job creation is one of the many things they look for. Jason Giulietti, President of GSMEDC, stated they do not bring any incentive forward for consideration, that is below the county average wage. He thanked the court for their partnership and explained the agreement, including higher paying jobs that will have an average wage of \$60,000.00. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of the Funding Agreement between Hays County and the Greater San Marcos Economic Development Council. All present voted "Aye." MOTION PASSED.**

**36663 DISCUSSION AND POSSIBLE ACTION TO PRE-QUALIFY ALL RESPONDENTS RELATED TO RFQ 2021-Q02 RIGHT-OF-WAY ACQUISITION SERVICES AND DEVELOP A POOL OF QUALIFIED FIRMS FOR THE COUNTY TO SELECT FROM ON AN AS-NEEDED BASIS.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to pre-qualify all respondents related to RFQ 2021-Q02 Right-of-Way Acquisition Services and develop a pool of qualified firms for the County to select from on an as-needed basis. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Executive Session for Item # 49 began at 9:28 a.m. and resumed back into open court at 9:44 a.m.

**36664 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 MUNCH AND PROJECT PACIFIC BLUE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a Ch. 381 Economic Development Agreement between Hays County, Texas and Costco Wholesale Corporation, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

**Clerk's Note:** Executive Session began at 11:34 a.m. and resumed back into open court at 12: 03 p.m. Item # 49 was reopened.

Commissioner Ingalsbe stated this would be a one-time waiver of the strict performance requirements contained in the 381 Agreement. She also stated this partial payment is being authorized because we wish to recognize that, although the company hasn't remained on schedule with its warehouse expansion, its progress has created new jobs and a significant positive impact on our local economy. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Hays County Auditor and the Hays County Treasurer to process a payment of \$68,985.77, payable to H.E.B. Grocery Company, L.P., in recognition of H.E.B.'s partial performance under the Ch. 381 Economic Development Agreement between Hays County and H.E.B. All present voted "Aye." MOTION PASSED.**

**36665 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY LOCATED AT OR NEAR CR 266 (OLD BASTROP HWY), SAN MARCOS IN PCT. 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

Commissioner Ingalsbe stated we have already paid \$29,115.00 for a Possession and Use Agreement, which will be subtracted from the total amount paid for the right of way, easement, and relocation of the O.S.S.F. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Purchase and Sale Agreement, and to authorize General Counsel to execute all documents incidental to closing, for the purchase of approximately 0.0937 acres of right of way and approximately 0.1596 acres of utility easement from Roy and Maria Mendoza along CR 266 in Precinct 1, as presented in Executive Session. All present voted "Aye." MOTION PASSED.**



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- 36666 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 40.15 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED BETWEEN FM 1626 AND UNION PACIFIC RAILROAD, OWNED BY CENTEX MATERIALS LLC, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED ROBERT S. LIGHT BLVD. ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (PARCELS 1-3). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the use of the power of eminent domain to acquire parcels 1,2 and 3 owned by Centex Materials LLC to facilitate the safety and movement of traffic, and authorize the execution of a resolution in accordance therewith. All present voted "Aye." MOTION PASSED.

- 36667 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 12.915 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED BETWEEN UNION PACIFIC RAILROAD AND RM 967, OWNED BY TEXAS CEMENT COMPANY, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED ROBERT S. LIGHT BLVD. ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION (PARCEL 5). POSSIBLE ACTION TO FOLLOW IN OPEN COURT.**

Commissioner Jones stated this motion concerns the Buda bypass from FM 967 to FM 1626. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the use of the power of eminent domain to acquire parcel 5 owned by Texas Cement Company to facilitate the safety and movement of traffic, and authorize the execution of a resolution in accordance therewith. All present voted "Aye." MOTION PASSED.

- 36668 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE ACQUISITION OF FLOOD PLAIN PROPERTY LOCATED ON OR NEAR SUNRISE DRIVE, KYLE IN PCT 1. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a buyout Agreement between Hays County and Laura Luterbach, as part of the CDBG Buyout program, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

*Clerk's Note Agenda Item #54 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 \$66,850.00 for the week of July 18 – July 24, 2021. The number of outsourced males was 159 inmates and females were 0 inmates. The number of arrests made by agency are as follows; Buda Police Department - 2, Department of Public Safety – 2, Hays County Sheriff's Department – 56, this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies, Kyle Police Department – 20, San Marcos Police Department - 35, Texas State Police Department – 1. No action taken.

*Clerk's Note Agenda Item #56 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. - WAS PULLED.*

*Clerk's Note Agenda Item #57 RE: UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. - WAS PULLED.*



JULY 27, 2021

## ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:07 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 27, 2021.



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





AUGUST 3, 2021

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 3rd DAY OF AUGUST 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 SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
MARK JONES  
LON A. SHELL  
ELAINE H. CÁRDENAS

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

WITH COMMISSIONER DEBBIE GONZALES INGALSBE AND COMMISSIONER WALT SMITH BEING ABSENT AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

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

Judge Becerra called the meeting to order.

#### DISCUSSION AND POSSIBLE ACTION REGARDING THE FY 2022 BUDGET INCLUDING A PRESENTATION OF THE JUDGE'S RECOMMENDED BUDGET AND THE SELECTION OF DATES FOR BUDGET WORKSHOPS.

Judge Becerra spoke of the increase seen in COVID-19 cases within our county and the importance of vaccinating. He stated 44 hospital beds were in use by COVID patients. We are currently at 7.9% and once we reach 15%, we will have deleted use for elective surgeries. He thanked Anita Collins, Vickie Dorsett and Marisol Alonzo for their work and help to create a balanced budget that reaches a No New Revenue rate. Judge Becerra stated he is reducing the tax rate again this year to .3867; FY21 Adopted Rate was .4212. He reviewed some of the highlights of the recommended budget. There will be three budget workshops for the public to provide feedback on the draft budget scheduled for August 10 at 11:00 a.m., August 17 at 11:00 a.m. and August 24 at 1:00 p.m. Commissioner Shell stated that the No New Tax Rate, previously referred to as the Effective Tax Rate, does not mean that every individual's tax rate will be the same or lower; it will all be based on an average. He stated the other tax entities, including school districts, ESDs and municipalities, in Hays County have increased over the past 10 years, whereas Hays County has decreased. Commissioner Jones stated 42% - 43% of our budget is unfunded mandates. Vickie Dorsett stated the budget will be posted online as well as information regarding budget workshops. No action taken.

#### ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Commissioner Judge Becerra to adjourn court at 9:29 a.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 August 3, 2021.



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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the execution of the annual renewal contract between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for the continued access to the online reservation systems.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	\$8,248.50

#### LINE ITEM NUMBER

001-712-00.5429 - \$748.50 (Pool Car and Conference Room Reservations)  
001-700-00.5448 - \$7,500 (Park Reservations)

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Hays County Parks Department and Countywide Operations utilizes Checkfront Inc. as their online reservation system for Jacobs Well Natural Area, Dahlstrom Preserve, County pool vehicle reservations, and Government Center conference room reservations. The funding for this contract renewal is outlined in the FY22 proposed budget.

Attached:  
Checkfront Inc. Renewal Contract



## Checkfront Renewal Agreement

**Customer:** Hays County Parks Department

**Date:** Aug 05, 2021

**Contact:** Lisa Griffin

**Email:** lisa.griffin@co.hays.tx.us

**Phone:** 512 214 4593

**Billing Address:** 713 S. Stagecoach Trail San Marcos TX

### Subscription Services

Product Name	Price	QTY	Subtotal
Enterprise Licence - Seats/Staff Accounts <a href="https://haysvehiclereservations.com">haysvehiclereservations.com</a> Up to 1,200 bookings. 3 Staff Accounts.	\$249.50	3	\$748.50
Enterprise Licence - Seats/Staff Accounts <a href="https://jwna.checkfront.com">jwna.checkfront.com</a> Unlimited bookings. 12 staff accounts. Unlimited Partner Accounts & Integrations. API access. Electronic Waivers & Documents. Dedicated Customer Success Manager.	\$625.00	12	\$7,500.00

**Total \$8,248.50**

\*All Prices in USD

\*Additional Staff Accounts priced as per the pricing table above (per year/recurring) if more need to be added in the future.

### Terms - SaaS Subscription Services:

- Start Date: 2021-10-01
- Renewal Date: 2022-10-01

<b>Total Amount Payable:</b>	\$8,248.50 +applicable taxes
<b>Billing Frequency:</b> *Due at signing (100% of Subscription Services)	Annual
<b>Payment Terms:</b>	Net 30

### Terms & Conditions

The Customer is purchasing the Subscription & Professional Services set out above. This Sales Order is only valid and binding when executed by both parties and is subject to our terms of service that may be found at [www.checkfront.com/terms](http://www.checkfront.com/terms). The Terms of Service govern the relationship between us and form a binding part of this Sales Order. By entering into this Sales Order, the Customer agrees to accept and be bound by the Terms of Service. All remittance advice and invoice inquiries can be directed to [billing@checkfront.com](mailto:billing@checkfront.com). Please feel free to contact us with any questions.

This Agreement will commence on the Effective Date and continue to be in effect for a period of one (1) year (the "Term"). The Term will automatically renew for successive one (1) year terms unless either Party provides the other Party with written notice of its intention not to renew not less than 30 days prior to the end of the then current Term.

This Renewal/Sales Order and the Terms of Service are entered into and binding on the parties as of the Order Date set out above. This Order Form renews together with the Software as a Service Agreement (the "Agreement") entered May 22, 2018 ("Effective Date"), between Checkfront Inc. ("Checkfront"), and Hays County Parks Department (the "Customer")

#### Checkfront Inc.

#### Hays County Parks Department



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

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

 Name: Susan Catchuk

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

 Title: Director of Customer Success

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

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

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

**Thank you for your business!**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment to 4-Way Auto, LLC. for the Constable Pct. 2 Office related to repairs to a Dodge Ram 1500 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	\$718.84

#### LINE ITEM NUMBER

001-636-00.5413

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Michael Torres	JONES	N/A

#### SUMMARY

The Constable Precinct 2 Office received new front brake pads and an exhaust manifold gasket on a Dodge Ram 1500 in the Precinct 2 fleet. The costs were not anticipated to exceed \$500 therefore a purchase order was not requested. Funds are available within their operating budget for this expense.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the submission of a grant application to the Department of State Health Services Public Health Equity Program in the amount of \$400,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	N/A

#### 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
T. Crumley	INGALSBE	N/A

#### SUMMARY

Hays County has been allocated \$400,000 through the DSHS COVID-19 Health Disparities Funding. The purpose of the program is to increase health education and equitable healthcare for historically underserved populations. The funding will be used to create educational materials and community outreach events for target populations throughout Hays County.

Funding amount: \$400,000

No match is required.

The grant must be submitted by September 1st

##### Attachments

Hays County Work Plan COVID 19 Health Disparities Funding

Hays County\_Health Disparities BUDGET\_Final



**LHD Work Plan** (Draft 08/08/21)  
DSHS COVID-19 **Health Disparities** Funding  
Project Period: 09/01/21 – 05/31/23

Name of Local Health Department (LHD)	Hays County Local Health Department
---------------------------------------	-------------------------------------

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those communities, the above LHD, is responsible for ensuring all activities in this work plan are conducted.

This work plan must be approved by DSHS in writing before the LHD can begin activities. Any changes to a DSHS approved work plan must be approved by DSHS in writing.

DSHS COVID-19 **Health Disparities** funding can't be used to provide: clinical care; purchase vaccine; administer vaccine (e.g., putting shot in arm); or food/beverages.

If incentives are distributed, logs must be maintained and made available to DSHS upon request. The log must include the individual's name receiving the incentive, the individual's signature receiving the incentive, type of incentive distributed, value of incentive, date incentive was distributed, and event where incentive was distributed. DSHS must approve, in writing, the use of incentives prior to purchase and use.

Name of DSHS Staff Approving Work Plan	<i>[DSHS will complete this section.]</i>
Date DSHS Approved Work Plan	<i>[DSHS will complete this section.]</i>

List Targeted Communities
1. Hispanic Population
2. School Aged Children
3. Low income Citizens
4.

Above, the LHD must list at least two targeted communities it plans to conduct activities in regarding this work plan. DSHS recommends the LHD not list more than four targeted communities.

Community means “a group of people who interact socially and have a shared identity or sense of belonging, including living in a particular area (e.g., city, town, or neighborhood), common characteristics, similar experiences, or share values (e.g., race/ethnicity).”

**The LHD must meet the targets below for each of the targeted communities.** For example, if the LHD has a contract award for \$400,000, then the LHD will be responsible for meeting the targets for Group C for each of the targeted communities. (Note: The target is **not** a combined number of the targeted communities.)

Name of LHD	Hays County Local Health Department
LHD Group Assigned to (see table below)	Group C

#	LHD Work Plan (Draft 08/08/21) DSHS <u>COVID-19 Health Disparities</u> Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
1	Email monthly programmatic report for September 2021 to healthdisparities@dshs.texas.gov.	10/15/21				
2	Begin spending at least <b>30</b> hours each month in <u>each</u> of the targeted communities.	11/01/21	30	30	<b>30</b>	30
3	Begin identifying and documenting the community's ideas/needs on how to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	11/01/21				



<b>LHD Work Plan</b> (Draft 08/08/21) DSHS <b>COVID-19 Health Disparities</b> Funding Project Period: 09/01/21 – 05/31/23						
#	Activity	Due	Group A Cumulative <b>target</b> total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative <b>target</b> total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative <b>target</b> total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative <b>target</b> total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
4	Begin attending and/or facilitating at least [redacted] community event(s) each month in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	11/01/21	1	2	2	3
5	Begin identifying and engaging at least [redacted] organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	11/01/21	1	2	2	3
6	Begin identifying and engaging at least [redacted] individuals each month interested in addressing health disparities in <u>each</u> of the targeted communities.	11/01/21	3	5	8	10
7	Email monthly programmatic report for October 2021 to healthdisparities@dshs.texas.gov.	11/15/21				
8	Email monthly programmatic report for November 2021 to healthdisparities@dshs.texas.gov.	12/15/21				
9	Spent at least <b>60</b> hours in <u>each</u> of the targeted communities.	12/31/21	60	60	60	60

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23	Due	Group A	Group B	Group C	Group D
	Activity		Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
10	Attend and/or facilitate at least [redacted] unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	12/31/21	2	3	4	5
11	Identify and engage at least [redacted] unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/21	2	3	4	5
12	Identify and engage at least [redacted] unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/21	5	10	15	20
13	Begin implementing at least 1 learning and information sharing opportunity each month in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	01/01/22	1	1	1	1
14	Begin identifying possible partnership opportunities to address health disparities in <u>each</u> of the targeted communities.	01/01/22				
15	Email monthly programmatic report for December 2021 to healthdisparities@dshs.texas.gov.	01/15/22				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
16	Begin implementing at least <b>1</b> activity each month aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	02/01/22	1	1	1	1
17	Begin identifying possible opportunities to improve the collection, analysis, and reporting of data to assist <u>each</u> of the targeted communities in addressing health disparities.	02/01/22				
18	Email monthly programmatic report for January 2022 to healthdisparities@dshs.texas.gov.	02/15/22				
19	Email monthly programmatic report for February 2022 to healthdisparities@dshs.texas.gov.	03/15/22				
20	Spent at least <b>150</b> hours in <u>each</u> of the targeted communities.	03/31/22	150	150	150	150
21	Attend and/or facilitate at least <b>10</b> unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	03/31/22	5	8	10	13

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
22	Identify and engage at least [redacted] unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/22	5	8	10	13
23	Identity and engage at least [redacted] unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/22	13	25	38	50
24	Implement at least 3 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	03/31/22	3	3	3	3
25	Implement at least 2 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	03/31/22	2	2	2	2
26	Email monthly programmatic report for March 2022 to healthdisparities@dshs.texas.gov.	04/15/22				
27	Email monthly programmatic report for April 2022 to healthdisparities@dshs.texas.gov.	05/15/22				
28	Email monthly programmatic report for May 2022 to healthdisparities@dshs.texas.gov.	06/15/22				

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
29	Spent at least <b>240</b> hours in <u>each</u> of the targeted communities.	06/30/22	240	240	240	240
30	Attend and/or facilitate at least <b>8</b> unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	06/30/22	8	12	16	20
31	Identify and engage at least <b>8</b> unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	06/30/22	8	12	16	20
32	Identify and engage at least <b>20</b> unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	06/30/22	20	40	60	80
33	Implement at least <b>6</b> unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	06/30/22	6	6	6	6
34	Implement at least <b>5</b> unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	06/30/22	5	5	5	5

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
35	Email monthly programmatic report for June 2022 to healthdisparities@dshs.texas.gov.	07/15/22				
36	Email monthly programmatic report for July 2022 to healthdisparities@dshs.texas.gov.	08/15/22				
37	Email monthly programmatic report for August 2022 to healthdisparities@dshs.texas.gov.	09/15/22				
38	Spent at least <b>330</b> hours in <u>each</u> of the targeted communities.	09/30/22	330	330	330	330
39	Attend and/or facilitate at least <b>11</b> unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	09/30/22	11	17	22	28
40	Identify and engage at least <b>11</b> unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	09/30/22	11	17	22	28
41	Identity and engage at least <b>28</b> unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	09/30/22	28	55	83	110

#	Activity	Due	Group A	Group B	Group C	Group D
			Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23						
42	Implement at least 9 unduplicated learning and information sharing opportunities in each of the targeted communities on addressing the ideas/needs of the community.	09/30/22	9	9	9	9
43	Implement at least 8 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in each of the targeted communities.	9/30/22	8	8	8	8
44	Email monthly programmatic report for September 2022 to healthdisparities@dshs.texas.gov.	10/15/22				
45	Email monthly programmatic report for October 2022 to healthdisparities@dshs.texas.gov.	11/15/22				
46	Email monthly programmatic report for November 2022 to healthdisparities@dshs.texas.gov.	12/15/22				
47	Spent at least 420 hours in each of the targeted communities.	12/31/22	420	420	420	420
48	Attend and/or facilitate at least 14 unduplicated community events in each of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	12/31/22	14	21	28	35

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
49	Identify and engage at least [redacted] unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/22	14	21	28	35
50	Identity and engage at least [redacted] unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	12/31/22	35	70	105	140
51	Implement at least 12 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	12/31/22	12	12	12	12
52	Implement at least 11 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	12/31/22	11	11	11	11
53	Email monthly programmatic report for December 2022 to healthdisparities@dshs.texas.gov.	01/15/23				
54	Email monthly programmatic report for January 2023 to healthdisparities@dshs.texas.gov.	02/15/23				
55	Email monthly programmatic report for February 2023 to healthdisparities@dshs.texas.gov.	03/15/23				



#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
56	Spent at least <b>510</b> hours in <u>each</u> of the targeted communities.	03/31/23	510	510	510	510
57	Attend and/or facilitate at least <b>17</b> unduplicated community events in <u>each</u> of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	03/31/23	17	26	34	43
58	Identify and engage at least <b>17</b> unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/23	17	26	34	43
59	Identify and engage at least <b>43</b> unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	03/31/23	43	85	128	170
60	Implement at least <b>15</b> unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	03/31/23	15	15	15	15
61	Implement at least <b>14</b> unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	03/31/23	14	14	14	14

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
62	Email monthly programmatic report for March 2023 to healthdisparities@dshs.texas.gov.	04/15/23				
63	Design at least 1 intervention, with each of the targeted communities, to reduce the disproportionate impact of possible future pandemics/disasters on the community.	04/30/23	1	1	1	1
64	Develop a sustainability plan to stay engaged with each of the targeted communities after funding ends.	04/30/23				
65	Send sustainability plans to DSHS.	05/15/23				
66	Email monthly programmatic report for April 2023 to healthdisparities@dshs.texas.gov.	05/15/23				
67	Spent at least 570 hours in each of the targeted communities.	05/31/23	570	570	570	570
68	Attend and/or facilitate at least unduplicated community events in each of the targeted communities documenting voices in the community (e.g., town halls, listening sessions, interviews, and focus groups).	05/31/23	19	29	38	48

#	LHD Work Plan (Draft 08/08/21) DSHS COVID-19 Health Disparities Funding Project Period: 09/01/21 – 05/31/23  Activity	Due	Group A Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,000 or less	Group B Cumulative target total (since 09/01/21) for LHD with contract amount of \$152,001 to \$250,000	Group C Cumulative target total (since 09/01/21) for LHD with contract amount of \$250,001 to \$400,000	Group D Cumulative target total (since 09/01/21) for LHD with contract amount of \$400,001 to \$500,000
69	Identify and engage at least [redacted] unduplicated organization(s) (e.g., hospitals, FQHCs, faith-based organizations, and social service agencies) each month interested in addressing health disparities in <u>each</u> of the targeted communities.	05/31/23	19	29	38	48
70	Identity and engage at least [redacted] unduplicated individuals interested in addressing health disparities in <u>each</u> of the targeted communities.	05/31/23	48	95	143	190
71	Implement at least 17 unduplicated learning and information sharing opportunities in <u>each</u> of the targeted communities on addressing the ideas/needs of the community.	05/31/23	17	17	17	17
72	Implement at least 16 unduplicated activities aimed at addressing an idea/need, identified by the community, to increase COVID-19 vaccination rates in <u>each</u> of the targeted communities.	05/31/23	16	16	16	16
73	Email monthly programmatic report for May 2023 to healthdisparities@dshs.texas.gov.	06/15/23				

# FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$21,000	\$21,000	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$1,607	\$1,607	\$0	\$0	\$0	\$0
C. Travel	\$5,980	\$5,980	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$28,813	\$28,813	\$0	\$0	\$0	\$0
F. Contractual	\$52,100	\$52,100	\$0	\$0	\$0	\$0
G. Other	\$290,500	\$290,500	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$400,000	\$400,000	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$400,000	\$400,000	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$21,000	\$21,000	Fringe Benefits	\$1,607	\$1,607
	Travel	\$5,980	\$5,980	Equipment	\$0	\$0
	Supplies	\$28,813	\$28,813	Contractual	\$52,100	\$52,100
	Other	\$290,500	\$290,500	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$400,000</b>	<b>Budget Total</b>	<b>\$400,000</b>
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\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

# FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

**Hays County Health Department**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Health Diversity Intern	Y	Intern with our Health Diversity Team on projects, events, ect.	0.5	NA	\$1,000.00	21	\$10,500
Health Diversity Intern	Y	Intern with our Health Diversity Team on projects, events, ect.	0.5	NA	\$1,000.00	21	\$10,500
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total

\$21,000

## FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = \$21000 x .062 = \$1302  
= \$21000 x .0145 = \$305

Medicare

Fringe Benefit Rate %

7.65%

Fringe Benefits Total

\$1,607

# FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
DSHS Conference	One in-person conference DSHS requested that we budget for per email dated 7/25/2021	Austin	2 Days/3 Employees	Mileage	
				Airfare	
				Meals	\$200
				Lodging	
				Other Costs	
				Total	\$200
Tiny Home Meeting	Meet with Tiny Home Homeless Development - First Home Village in Austin to discuss qualifications, etc.	Hays County	3 Employees	Mileage	
				Airfare	
				Meals	\$200
				Lodging	
				Other Costs	
				Total	\$200
Health Diversity Conference	Contractors attend the annual Health Diversity Conference in Texas.	Texas	3 Days/3 Employees	Mileage	
				Airfare	
				Meals	\$900
				Lodging	
				Other Costs	\$3,000
				Total	\$3,900
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

**\$4,300**

Revised 7/6/2009

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel to and from events, conferences, outreach, etc.	3000	\$0.560	\$1,680		\$1,680
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel** **\$1,680**Other / Local Travel Costs: **\$1,680**Conference / Workshop Travel Costs: **\$4,300****Total Travel Costs:** **\$5,980**

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

FORM I-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form

**Legal Name of Respondent:**

**Hays County Health Department**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$0**



## FORM I-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Hays County Health Department**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Social Medial Challenge Prizes, Survey Prizes, and Focus Group Incentives/Refreshments	Potential prizes such as Amazon giftcards, Travelocity giftcards, Iphone giftcards, venues, refreshments, etc.	\$16,000
Writing Contest Prizes for Hays County High Schools - Topic: How to Improve Health in My Community	Chegg, giftcard for one year free WiFi, Amazon gift cards, Etc.	\$10,000
Office Supplies: Enough for three employees over two years.	General office supplies to support the program. Items such as pens, highlighters, binders, binder clips, folders, staples, tape, copier paper, etc.	\$2,813
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**Total Amount Requested for Supplies:**

**\$28,813**

# FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Translation Consultant	Translation Services	Help with translation between Health Diversity Team (HDT) and citizens	Hourly	240	\$25.00	\$6,000
Nutritionist Consultant and Physical Trainer	Nutritional Services	Assists HDT in nutritional and physical training based outreach with the community and preventative health efforts	Hourly	150	\$20.00	\$3,000
Strategic Planner	Planning Services	Assists HDT in planning for events and community outreach	Lump Sum	1	\$10,000.00	\$10,000
Mental Health Consultant	Mental Health Services	Assists HDT in preparing for mental health activities with the community	Hourly	50	\$30.00	\$1,500
Community Health Assessment Consultant	Health Assessment Services	Assists HDT in developing health assessments in the community	Lump Sum	1	\$23,000.00	\$23,000
Life Coach Consultant	Life Coach Services	Assists HDT in preparing for outreach and activities with the community	Hourly	104	\$25.00	\$2,600
						\$0
Social Media Planner	Planning services for Social Media	Guides HDT in how best to reach citizens through social media	Hourly	40	\$25.00	\$1,000
Independent Minority Research Expert	Research Services	Assists HDT in researching minority statistics and information in the community	Lump Sum	1	\$5,000.00	\$5,000
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

Revised: 7/6/2009 \$52,100

# FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Social Media Ads ad Campaigns	Facebook, Instagram, Snapchat, and Tik Tok Ads and Campaigns and consultants (if needed)	\$51,000
At&T Mobile Phone Service	Monthyl service fee for mobile phones (which will be provided by the county) and used by the program contractors.	\$1,000
Newspaper Ads	SM Daily Record, color, quarter page, 8x in 5 cities - consultant if needed	\$15,000
Health Promo Ad with Local Influencer	Local celebrity endorsement on social media - celebrity tier 5 at \$1.5k per month	\$10,000
New Website Page on Hays County Website	Includes copywriting, graphics, and video production costs	\$8,000
Cameo Video	Texas Monthly celebrity endorsing our event or health campaign	\$1,000
Printing	General printing for the program - including phamplets and brochures to be given out at events and outreach programs.	\$15,000
Online Survey Services	Used for monthly surveys and research	\$10,000
Research Conference	Rental of venue, rental of tables and chairs, A/V equipment rental, banners, and signage	\$9,500
Entertainment at Conferences/Outreach Events	Funding to have local entertainers attend events.	\$30,000
Homeless Awareness Conference	Rental of venue, rental of tables and chairs, A/V equipment rental, banners, and signage	\$10,000
Booth/Venue Rentals	For events, outreach events, community programs, etc.	\$90,000
Raffle Prizes and Swag	Riffle prize for outreach and community events and swag to give out to those attending	\$10,000
Wellness Checks	Funds to have medical staff attend outreach events to offer wellness checks to those that attend. This includes the Pink Bus.	\$30,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

**\$290,500**

Revised: 7/6/2009

## FORM I - 7 Indirect Costs

**Legal Name of Respondent:**

Hays County Health Department

**Total amount of indirect costs allocable to the project:**

**Amount:** \$0

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

\_\_\_\_\_ The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

**RATE:**

**BASE:**

\_\_\_\_\_ ***Applies only to governmental entities.*** The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

**RATE:**

**TYPE:**

**BASE:**

**Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS

\_\_\_\_\_ A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

**GO TO PAGE 2 (below)**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Office of Emergency Services/Hays County CERT to purchase equipment that will enhance the sustainability of the existing CERT trailers and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	\$1,648

#### LINE ITEM NUMBER

001-656-98-313.5201

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Hays County Community Emergency Response Team (CERT) is requesting to utilize Continuing Education savings for the following equipment to install on two response trailers:

Equipment to be purchased: (Price listed is per unit)

Generator Box	\$229.96
Auto Transfer Switch	\$ 37.00
Show Power Switch, 20 amp	\$ 22.36
Plug Extension	\$ 28.99
Commercial Ice Maker Machine	\$334.98
Single Door Mini Fridge with Freezer	\$169.99

This equipment would allow the Hays County Community Emergency Response Team to update 2 of its 4 trailers which respond to firefighter rehabilitation incidents for all of Hays County. The CERT response time can be reduced by as much as 15 – 30 minutes allowing firefighter rehabilitation services to be more available during active fire attacks per National Fire Protection Agency (NFPA) Standard 1584.

Budget Amendment:

Decrease Continuing Education - .5551

Increase General Supplies - .5201

## 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 transfer of a 2011 Dodge Ram Pickup truck from the Hays County Constable Pct. 2 Office to the Hays County Building Maintenance Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

ASSET ID 14642  
ASSET TAG # 017661

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

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

#### SUMMARY

The following asset is being requested for transfer from the Hays County Constable Pct. 2 Office to be utilized by the Building Maintenance Department.

2011 Dodge Ram Pickup truck, VIN: 1D7RB1GP4BS609079

Attached:  
Asset Transfer Form

# HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

\*\*\*\*\*THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT\*\*\*\*\*

To be completed for all transfers of general fixed assets between departments and returned to Auditor

## To be completed by Transferring Department

\*\*\* ONLY ONE GENERAL FIXED ASSET PER FORM \*\*\*

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

2011 Dodge Ram PU

Fixed Asset County Tag Number:  
017661

Serial Number:  
1D7RB1GP4BS609079

Department Name:  
Hays County Constable Pct. 2

Location:  
5458 FM 2770 Kyle , Texas 78640

Transfer agreed to by Elected Official/Department Head:

*[Signature]*

(signature)

Date:  
08/11/2021

\*\*\*\*\*

## To be Completed by Department to which asset is transferred

TRANSFERRED TO  
Department Name:  
Building Maintenance

Location:  
712 S. Stagecoach Trail Ste. 1239

Transfer accepted by Elected Official /  
Department Head

*[Signature]*

(signature)

Date  
08-11-2021

## To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE ☐  
Received at Warehouse By: \_\_\_\_\_

ASSET TO BE HELD AT PURCHASING ☐  
Received at Purchasing By: \_\_\_\_\_

Date \_\_\_\_\_

## To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON

\_\_\_\_\_  
(Auction Date)

\*\*\*\*\*

## AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date \_\_\_\_\_

Initials \_\_\_\_\_

## AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date \_\_\_\_\_

Initials \_\_\_\_\_

NWS ASSET ID 14642



## 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 Constable Pct. 1 Office to purchase one replacement SX Level 3A Bullet Proof Vest valued at \$880.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	August 17, 2021	\$880

#### LINE ITEM NUMBER

001-635-00.5717\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Constable has a current deputy constable that is in need of a bullet proof vest for officer safety. Funds are available within their operating budget for this purchase.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the selection of BGE, Inc. to provide long range planning for Yarrington Road between State Hwy 21 and IH35; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 17, 2021	TBD

#### LINE ITEM NUMBER

TBD

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

This action will provide planning documents and ROW requirements for future upgrades to Yarrington Road. Pursuit of CAMPO funding for this effort is on-going.

## 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 and accept the 2-year maintenance bond #4438044MNT in the amount of \$30,833.58 for Anthem subd., Phase 1B.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 17, 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 issued for this project, so there isn't anything to release.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

August 5, 2021

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

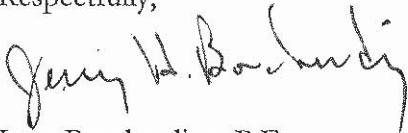
RE: Anthem subdivision, Phase 1B

Dear Commissioners and Judge:

David Fulilier, P.E. with Atwell, LLC., is requesting that Hays County accept construction of the roads and drainage improvements for Anthem subdivision, Phase 1B and accept the 2-year maintenance bond #4438044MNT in the amount of \$30,833.58. A concurrence letter and as-built plans have been received as required by Hays County. A construction/subdivision/performance bond was not submitted prior to construction, so there isn't anything to release.

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

Respectfully,



Jerry Borcharding, P.E.  
Director  
Hays County Transportation



CONSULTING. ENGINEERING. CONSTRUCTION.

July 29, 2021

Mr. Jerry Borcharding, P.E.  
County Engineer  
Hays County  
Yarrington Road  
San Marcos, Texas 78666

**RE: Engineer's Concurrence Letter  
Anthem Phase 1B Subdivision Project**

Mr. Borcharding:

On June 29, 2021, Atwell, LLC, made a final visual inspection of the Anthem Phase 1B Subdivision Project. A final walkthrough inspection with the contractor, C.C. Carlton Industries, Ltd., and Hays County has been conducted. Atwell, LLC personnel have also visited the project site during construction and observed that the infrastructure improvements were constructed in accordance with the approved plans, with insignificant deviations.

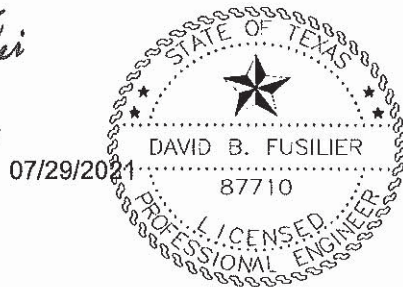
Anthem Phase 1B construction included street improvements, as well as sidewalks, storm sewer lines, storm sewer outfalls, a storm water detention/water quality pond, water distribution system lines, and wastewater collection system lines. It is noted that Hays County maintenance responsibilities include only streets, and roadside swales and ditches.

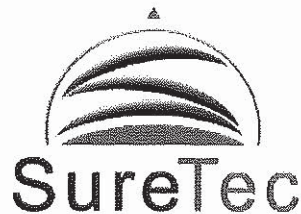
Furthermore, all known punch list items identified by Hays County Transportation Department have been addressed to the satisfaction of the Department.

I, therefore, verify the adequate completion of the subdivision infrastructure improvements.

If you should have any questions pertaining to this project or if you need further explanation, please feel free to call me at (512) 904-0505.

David Fusilier, PE  
Senior Project Engineer  
Atwell, LLC  
TBPE Firm #12242





## SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
713-812-0800

**Bond No. 4438044MNT**

### MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we Joe Bland Construction, LP as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Thirty Thousand Eight Hundred Thirty Three and 58/100's (\$30,833.58) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Anthem Subdivision Phase 1 Section B Improvements.

**WHEREAS**, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH** that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor



any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

**SIGNED, SEALED AND DATED THIS 27th day of July, 2021.**

Joe Bland Construction, LP

Principal

By: 

Joe Bland  
President, Bland, Inc.  
General Partner

SureTec Insurance Company

By: 

Brad Ballew, Attorney-in-Fact

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifty Million and 00/100 Dollars (\$50,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 26th day of February, A.D. 2020.

SURETEC INSURANCE COMPANY

By:

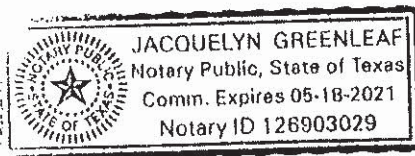
John Knox Jr., CEO

State of Texas  
County of Harris

ss:



On this 26th day of February, A.D. 2020 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27th day of July, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221356  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



<p><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

**Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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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 authorize the County Judge to execute Supplemental No. 9 in the amount of \$5,989.30 to the Professional Services Agreement for General Engineering Consultant (GEC)/Program Management services between Hays County and HNTB Corporation for the Hays County/TxDOT Partnership Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 17, 2021	\$5,989.30

#### LINE ITEM NUMBER

Fund 033

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	INGALSBE	N/A

#### SUMMARY

This action would amend the current HNTB contract for the Hays County/TxDOT Partnership program, assigned April 1, 2020, by increasing the Compensation Cap by \$5,989.30. This additional budget would be allocated to Work Authorization #81 through Supplemental #2 for the FM 110 North project to allow the sub-consultant, SWCA, to do archeological survey and amend the archeological report for the new grading required as a result of the Atlas 14 modifications. This additional work was required due to comments received in June for the environmental reevaluation to include this grading area. The work included field survey of the new areas to be graded and developing an amendment to the previously approved archeological plan. The work was required to get final environmental approval for the project to go to letting. Comments requiring this work were received after the previous supplement for FM 110 North was approved by court. The previous supplement included the scope and fee for SWCA to do construction and post-construction phase services that still need to be completed and required as part of the archeological approval.

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 8**

STATE OF TEXAS  
COUNTY OF HAYS

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

WHEREAS, the *County* and the *Program Manager* executed a contract on July 23, 2013 and Supplemental #1 on November 12, 2013, Supplemental #2 on September 6, 2016, Supplemental #3 on September 30, 2016, Supplemental #4 on October 3, 2017, Supplemental #5 on February 5, 2019, and Supplemental #6 on September 24, 2019; and Supplement #7 on October 20, 2020; and Supplement #8 on June 22, 2021; and,

WHEREAS, the not-to-exceed fee in Exhibit II, Section 1, Item 1.1 in the agreement is set at \$250,000.00 and was amended to \$2,474,000.00 through Supplemental #1 and was amended to \$2,509,000.00 through Supplemental #2 and was amended to \$3,696,500.00 through Supplemental #3 and was amended to \$4,896,500.00 through Supplemental #4 and was amended to \$5,973,500.00 through Supplemental #5 and was amended to \$6,673,500.00 through Supplemental #6; and was amended to \$7,193,500.00 through Supplemental #7; and was amended to \$7,199,502.00 through Supplemental #8; and,

WHEREAS, the contract for engineering services between Hays County, Texas and Prime Strategies, Inc. was assigned to HNTB Corporation on April 1, 2020; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

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

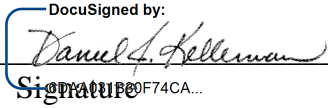
I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$7,199,502.00 to \$7,205,491.30, reflecting an increase of \$5,989.30

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

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

**PROGRAM MANAGER:**

HNTB Corporation

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

Daniel J. Kellerman, PE  
Printed Name

Vice President  
Title

8/9/2021  
Date

**COUNTY:**

Hays County, Texas

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

Ruben Becerra  
Printed Name

Hays County Judge  
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

Discussion and possible action to accept the Subdivision and Site Improvement Bond No. ES00007788 in the amount of \$350,046.72 for drainage, street, and erosion control improvements in the Headwaters at Barton Creek Subdivision, Phase 5, Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	August 17, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

#### SUMMARY

The final plat for the Headwater at Barton Creek, Phase 5, Section 1 has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Bond No. ES00007788

Premium: \$ 2,625 .00/Annual

SUBDIVISION/SITE IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WFC Headwaters Owner VII, L.P. as Principal and, Everest Reinsurance Company, as Surety, are held and firmly bound unto the Hays County Judge as Obligee, in the sum of Three Hundred Fifty Thousand Forty-Six and 72/100 (\$350,046.72) Dollars for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our executors, administrator, successors, and assigns, firmly by these presents.

WHEREAS, the Principal has agreed to perform the various improvements as detailed by either the plan(s)/specifications(s)/agreement, prepared by Malone Wheeler Inc, pertaining to drainage, street & erosion control improvements to the subdivision known as Headwaters at Barton Creek Subdivision-Phase 5, Section I

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal shall perform and complete said improvements to said development in accordance with either the plan(s)/specification(s)/agreement, then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL TERMINATE upon written acceptance of the improvements by the Obligee to the Principal and/or Surety.

Sealed with our seals and dated this 24th day of February, 2021.

Principal: WFC Headwaters Owner VII, L.P.

By: See Attached Signature Page

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

Surety: Everest Reinsurance Company

By:   
Shane Wolf, Attorney-in-Fact



Bond No. ES00007788

**HEADWATERS**

WFC Headwaters Owner VII, L.P.

a Delaware limited partnership

By: WFC Headwaters GP VII, L.L.C.,

a Delaware limited liability company,

its General Partner

By: WFC Headwaters Holdings JV VII L.L.C.,

a Delaware limited liability company,

its Sole Member

By: FCA Austin, LLC,

a Delaware limited liability company,

its Administrative Member

By: 

Name: Jesse R. Baker

Title: Authorized Signatory



# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On February 24, 2021 before me, Susan E. Morales, Notary Public,  
(Here insert name and title of the officer)

personally appeared Shane Wolf,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #ES00007788

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 2/24/21

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

***Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm***

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:


**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

**IN WITNESS WHEREOF**, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.




  
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

  
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

**LINDA ROBINS**  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023



Linda Robins, Notary Public

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 24th day of FEBRUARY 2021.

STATE OF TEXAS §  
COUNTY OF HAYS §  
KNOW ALL THESE MEN BY PRESENTS:

THAT, WFC HEADWATERS OWNER VII, L.P., A DELAWARE LIMITED PARTNERSHIP, THE OWNER OF THE REMAINDER OF 1035.74 ACRES AS CONVEYED IN VOLUME 4832, PAGE 118 AS DOCUMENT NUMBER 2014-14000136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE A TOTAL OF 20.92 ACRES OF LAND TO BE KNOWN AS "HEADWATERS AT BARTON CREEK, PHASE 5, SECTION 1", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOF GRANTED, AND DOES DEDICATE TO THE PUBLIC THE USE OF STREETS AND EASEMENTS AS SHOWN HEREON

WITNESS MY HAND, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

WFC HEADWATERS OWNER VII, L.P.,  
A DELAWARE LIMITED PARTNERSHIP

BY: WFC HEADWATERS GP VII, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS GENERAL PARTNER

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
C/O 500 BOYLSTON STREET, SUITE 2010  
BOSTON, MA 02116

STATE OF MASSACHUSETTS §  
COUNTY OF SUFFOLK §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

\_\_\_\_\_  
(PRINT OR TYPE NOTARY'S NAME)

LEINHOLDER CONSENT:  
PIONEER BANK, SSB

CHRIS BOURNE  
CENTRAL TEXAS REGIONAL PRESIDENT

ADDRESS FOR NOTICES: 623 W. 38TH STREET, SUITE 100  
AUSTIN, TEXAS 78705  
ATTN: CHRIS BOURNE

STATE OF TEXAS §  
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHRIS BOURNE, KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
(NOTARY PUBLIC IN AND FOR STATE OF TEXAS)

\_\_\_\_\_  
(PRINT OR TYPE NOTARY'S NAME)

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. 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 GAASBEEK, R.S., C.F.M.  
HAYS COUNTY FLOOD PLAIN ADMINISTRATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

STATE OF TEXAS §  
CITY OF DRIPPING SPRINGS §  
COUNTY OF HAYS §

THIS PLAT, HEADWATERS AT BARTON CREEK, PHASE 5, SECTION 1; FINAL PLAT; HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

BY:

\_\_\_\_\_  
PLANNING AND ZONING COMMISSION CHAIR OR VICE CHAIR

ATTEST:

\_\_\_\_\_  
ANDREA CUNNINGHAM, CITY SECRETARY

STATE OF TEXAS §  
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

\_\_\_\_\_  
MARCUS PACHECO  
DIRECTOR  
HAYS COUNTY DEVELOPMENT SERVICES

\_\_\_\_\_  
DATE

WATER SUPPLY NOTE:

THE CITY OF DRIPPING SPRINGS, A RETAIL WATER PROVIDER TO THE HEADWATERS MUD, HAS THE REQUIRED SERVICE CAPACITY TO SERVE THIS SUBDIVISION IN ACCORDANCE WITH ITS TARIFF AND POLICIES.

\_\_\_\_\_  
GINGER FAUGHT, DEPUTY CITY ADMINISTRATOR  
512-858-4725

\_\_\_\_\_  
DATE

SURVEYOR'S CERTIFICATION:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

PRELIMINARY - NOT FOR RECORDATION

\_\_\_\_\_  
JOHN BRAUTIGAM  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5057 - STATE OF TEXAS  
DELTA SURVEY GROUP, INC.  
8213 BRODIE LANE, SUITE 102  
AUSTIN, TEXAS 78745  
TBPLS FIRM NO. 10004700

\_\_\_\_\_  
DATE

ENGINEER'S CERTIFICATION:

I, JESSE B. MALONE, A REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE RESIDENTIAL LOTS IN THIS SUBDIVISION ARE NOT LOCATED WITHIN ANY DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48209C0108F, REVISED SEPTEMBER 2, 2005 AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PRELIMINARY - NOT FOR RECORDATION

\_\_\_\_\_  
JESSE B. MALONE, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 45033  
MALONE/WHEELER, INC.  
5113 SOUTHWEST PKWY, STE 260  
AUSTIN, TEXAS 78735  
FIRM REGISTRATION NO. F-786

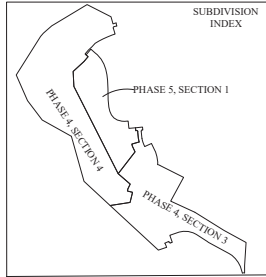
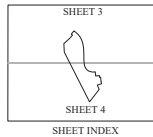
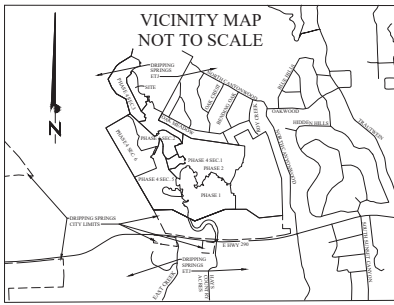
\_\_\_\_\_  
DATE

STATE OF TEXAS §  
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN INSTRUMENT NUMBER \_\_\_\_\_ WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D. FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M. THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

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



NOTES  
1. THIS TYPICAL LOT DETAIL IS FOR CLARIFICATION OF GENERAL NOTE #2. NO OTHER INFORMATION ON THIS TYPICAL LOT LAYOUT SHALL RESULT IN A RESTRICTION ON THE LOTS.

#### AREA TABLES

RESIDENTIAL			NON-RESIDENTIAL			RESIDENTIAL			NON-RESIDENTIAL		
BLOCK H			BLOCK H			BLOCK F			BLOCK F		
Lot	Acres	Sq. Feet	Lot	Acres	Sq. Feet	Lot	Acres	Sq. Feet	Lot	Acres	Sq. Feet
67	0.18	7733.00	900	0.16	6834.00	55	0.27	11780.34	903	9.62	419161
68	0.20	8756.00	901	0.14	5923.00	56	0.22	9413.31			
69	0.20	8755.89				57	0.20	8699.21			
70	0.20	8755.89				58	0.20	8657.69			
71	0.20	8755.89				59	0.20	8645.73			
72	0.20	8755.89				60	0.20	8645.73			
73	0.17	7277.33				61	0.20	8645.73			
74	0.16	6944.18				62	0.20	8645.73			
75	0.14	6250.00				63	0.17	7193.85			
76	0.14	6250.00				64	0.17	7193.85			
77	0.14	6250.00				65	0.17	7193.85			
78	0.14	6250.00				66	0.17	7193.85			
79	0.14	6250.00				67	0.16	6841.63			
80	0.14	6250.00				68	0.14	6250.00			
81	0.14	6250.00				69	0.14	6250.00			
82	0.14	6250.00				70	0.14	6250.00			
83	0.15	6569.20				71	0.14	6250.00			
84	0.16	7093.62				72	0.14	6250.00			
85	0.16	7093.18				73	0.14	6250.00			
86	0.16	7093.18				74	0.14	6250.00			
87	0.16	7093.18				75	0.14	6250.00			
88	0.16	7093.18				76	0.14	6250.00			
89	0.16	7093.18				77	0.15	6689.69			
90	0.16	7093.18				78	0.17	7595.65			
91	0.15	6561.59				79	0.17	7595.65			
92	0.14	6250.00				80	0.17	7595.65			
						81	0.17	7595.65			
						82	0.16	7016.77			

#### LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S05°55'52"E	50.00'
L2	N84°04'08"E	10.00'
L3	S15°37'59"E	37.55'
L4	N50°04'46"W	44.64'
L5	N84°04'08"E	110.49'
L6	N50°04'46"W	36.50'
L7	S50°04'46"E	36.50'
L8	S84°04'08"W	84.75'
L9	N79°52'16"W	80.48'
L10	N69°44'42"W	82.21'
L11	N61°38'58"W	77.84'
L12	N53°31'14"W	77.84'
L13	N45°27'30"W	77.84'
L14	N37°21'46"W	71.33'
L15	N30°37'06"W	64.82'
L16	N23°52'25"W	64.82'
L17	N17°07'45"W	64.82'
L18	N10°23'04"W	32.41'
L19	N07°31'24"W	20.58'
L20	N03°14'14"W	50.00'
L21	N03°45'29"W	50.00'
L22	N11°10'17"W	50.00'
L23	N20°43'54"W	50.00'
L24	N30°17'32"W	50.00'
L25	N39°51'09"W	50.00'
L26	N48°31'38"W	50.00'
L27	S50°04'46"E	93.06'
L28	S47°48'16"E	43.54'
L29	S41°46'14"E	63.25'
L30	S33°44'12"E	63.25'
L31	S29°42'10"E	63.25'
L32	S23°40'08"E	63.25'
L33	S17°38'06"E	63.25'
L34	S11°36'04"E	63.25'
L35	S05°34'02"E	43.82'
L36	S05°34'53"E	47.51'
L37	S15°41'53"E	46.30'
L38	S27°23'25"E	55.56'
L39	S40°08'57"E	55.56'
L40	S52°54'28"E	55.56'
L41	S65°40'00"E	55.56'
L42	S78°25'31"E	55.56'
L43	S86°58'30"E	18.93'
L44	N88°41'04"E	18.93'
L45	N84°17'22"E	59.15'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S50°55'52"E	90°00'00"
C2	330.00'	55.88'	55.81'	S10°46'55"E	9°42'07"
C3	425.00'	687.57'	615.00'	N49°35'03"W	92°41'37"
C4	425.00'	347.46'	337.86'	N26°39'30"W	46°50'32"
C5	475.00'	388.34'	377.61'	S26°41'50"E	46°50'32"
C6	375.00'	606.68'	542.65'	S49°35'07"E	92°41'37"
C7	425.00'	14.09'	14.09'	N85°01'07"E	1°53'58"
C8	425.00'	60.05'	60.00'	S89°59'02"E	8°05'44"
C9	425.00'	60.05'	60.00'	S81°53'18"E	8°05'44"
C10	425.00'	60.05'	60.00'	S73°47'34"E	8°05'44"
C11	425.00'	60.05'	60.00'	S65°41'50"E	8°05'44"
C12	425.00'	60.05'	60.00'	S57°36'06"E	8°05'44"
C13	425.00'	60.05'	60.00'	S49°30'22"E	8°05'44"
C14	425.00'	60.05'	60.00'	S41°24'38"E	8°05'44"
C15	425.00'	50.03'	50.00'	S33°59'26"E	6°44'40"
C16	425.00'	50.03'	50.00'	S27°14'45"E	6°44'40"
C17	425.00'	50.03'	50.00'	S20°30'05"E	6°44'40"
C18	425.00'	50.03'	50.00'	S13°45'24"E	6°44'40"
C19	425.00'	21.22'	21.22'	S08°57'14"E	2°51'40"
C20	425.00'	31.79'	31.78'	S05°22'49"E	4°17'10"
C21	425.00'	23.39'	23.39'	N04°48'51"W	3°09'14"
C22	425.00'	70.92'	70.83'	N11°10'17"W	9°33'37"
C23	425.00'	70.92'	70.83'	N20°43'54"W	9°33'37"
C24	425.00'	70.92'	70.83'	N30°17'32"W	9°33'37"
C25	425.00'	70.92'	70.83'	N39°51'09"W	9°33'37"
C26	425.00'	40.40'	40.39'	N47°21'22"W	5°26'49"
C27	475.00'	18.86'	18.86'	N48°56'31"W	2°16'30"
C28	475.00'	50.02'	50.00'	N44°47'15"W	6°02'02"
C29	475.00'	50.02'	50.00'	N38°45'13"W	6°02'02"
C30	475.00'	50.02'	50.00'	N32°43'11"W	6°02'02"
C31	475.00'	50.02'	50.00'	N26°41'09"W	6°02'02"
C32	475.00'	50.02'	50.00'	N20°39'07"W	6°02'02"
C33	475.00'	50.02'	50.00'	N14°37'05"W	6°02'02"
C34	475.00'	50.02'	50.00'	N08°35'03"W	6°02'02"
C35	475.00'	19.31'	19.31'	N04°24'08"W	2°19'47"
C36	375.00'	46.78'	46.75'	S06°48'41"E	7°08'53"
C37	375.00'	69.54'	69.44'	S15°41'53"E	10°37'42"
C38	375.00'	83.51'	83.33'	S27°23'25"E	12°45'31"
C39	375.00'	83.51'	83.33'	S40°08'57"E	12°45'31"
C40	375.00'	83.51'	83.33'	S52°54'28"E	12°45'31"
C41	375.00'	83.51'	83.33'	S65°40'00"E	12°45'31"
C42	375.00'	83.51'	83.33'	S78°25'31"E	12°45'31"
C43	375.00'	56.82'	56.76'	S89°08'43"E	8°40'52"
C44	375.00'	16.00'	16.00'	N85°17'30"E	2°26'43"

**FLOODPLAIN NOTE:**  
THIS PROPERTY IS LOCATED WITHIN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48209C0108F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

#### JURISDICTION PLAT NOTES:

1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE CITY OF DRIPPING SPRINGS ETJ, HAYS COUNTY
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
3. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #1 FOR EMS SERVICE.
4. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS COUNTY ESD #6 FOR FIRE SERVICE.
5. THIS SUBDIVISION IS ENTIRELY WITHIN THE HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT.
6. THIS SUBDIVISION IS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

#### GENERAL NOTES

1. A 15' PUBLIC UTILITY EASEMENT IS PROVIDED ALONG THE FRONT PROPERTY LINE OF ALL LOTS.
2. A 5' PUBLIC UTILITY EASEMENT IS DEDICATED ALONG EACH RESIDENTIAL SIDE LOT LINE EXTENDING 35' FROM THE FRONT LOT LINE.
3. ALL SIDEWALKS TO BE MAINTAINED BY THE ENTITIES (HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD) OR THE HOME OWNERS ASSOCIATION (AS ASSIGNED) OTHER THAN HAYS COUNTY.
4. WATER QUALITY PROTECTION MEASURES OR ALTERNATIVES, SUCH AS BUFFER ZONES AND IMPERVIOUS COVER, AS SHOWN ON THE APPROVED CONSTRUCTION PLANS MAY NOT BE ALTERED WITHOUT REVIEW AND APPROVAL FROM THE HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY.
5. HAYS COUNTY WILL MAINTAIN ALL PUBLIC STREETS.
6. ALL PROPOSED STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 4' WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
7. OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARKLANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION OR HEADWATERS M.U.D. AS ASSIGNED.
8. ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HEADWATERS MUD.
9. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
10. THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS FOR DRAINAGE AREAS GREATER THAN 64 ACRES.
11. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION, AND MAINTENANCE.
12. EASEMENT RESEARCH PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 201302246, ISSUED JANUARY 2, 2014.
13. ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL CONNECT TO A PUBLIC WATER SOURCE.
14. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL APPLICABLE CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
15. THIS SUBDIVISION IS SUBJECT TO ORDINANCE 1260.00, ARTICLE 24.06 REGARDING OUTDOOR LIGHTING.
16. THIS SUBDIVISION IS SUBJECT TO THE CITY OF DRIPPING SPRINGS PARKLAND DEDICATION REQUIREMENT PER THE PARK PLAN PREPARED FOR THIS SUBDIVISION.
17. THE PARKS AND OPEN SPACE SHALL BE PRIVATELY DEDICATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
18. WASTEWATER FOR THIS DEVELOPMENT WILL BE TREATED BY ONSITE WASTEWATER TREATMENT PLANT OWNED AND OPERATED BY THE HEADWATERS MUNICIPAL UTILITY DISTRICT (MUD).
19. THE FOLLOWING LOTS WILL BE UTILIZED FOR WATER QUALITY TREATMENT, DRAINAGE, MUNICIPAL UTILITY DISTRICT FACILITIES AND ACCESS, OPEN SPACE OR OTHER NON-RESIDENTIAL USES.  
LOT 901, BLOCK H  
LOT 903, BLOCK F  
LOT 900, BLOCK H
20. ROADWAY DESIGN STANDARDS FOR HAYS COUNTY WERE APPROVED BY HAYS COUNTY TRANSPORTATION DEPARTMENT AND THE HAYS COUNTY COMMISSIONERS COURT ON SEPTEMBER 12, 2017.
21. THIS SUBDIVISION IS SUBJECT TO THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 AND RECORDED IN VOLUME 2675, PAGE 649, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND AS AMENDED IN DOCUMENT NUMBERS 16028056, 2015005990, AND 2015032881 ALL OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OR AS OTHERWISE AMENDED.
22. THIS SUBDIVISION IS REQUIRED TO BE COMPLIANT WITH FIRE CODE IFC2012, AS AMENDED.
23. MINIMUM RESIDENTIAL FRONT BUILDING SETBACK LINE SHALL BE FORTY (40) FEET ON MAJOR COLLECTORS AND TWENTY (20) FEET FOR ALL OTHER ROADWAYS. CORNER LOTS SHALL HAVE A MINIMUM OF TWENTY (20) FOOT SETBACK ON FRONT-FACING STREET AND TEN (10) FOOT SETBACK ON THE OTHER STREET. MINIMUM REAR AND SIDE SETBACKS SHALL BE TWENTY (20) FEET AND FIVE (5) FEET RESPECTIVELY.

#### UTILITY NOTES:

1. WASTEWATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
2. WATER UTILITY SERVICE WILL BE PROVIDED BY HEADWATERS MUD.
3. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEC.
4. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY TIME WARNER CABLE OR SIMILAR AUTHORIZED UTILITY PROVIDER.
5. GAS UTILITY SERVICE WILL BE PROVIDED BY TEXAS GAS SERVICE.

#### LOT SIZE CATEGORIES:

- 57 LOTS TOTAL
- 54 RESIDENTIAL LOTS
- 3 NON-RESIDENTIAL LOTS

AVERAGE RESIDENTIAL LOT SIZE: 7294 SQ. FT.

- LOTS LESS THAN 1 ACRE: 56  
LOTS 1-2 ACRES: 0  
LOTS 2-5 ACRES: 0  
LOTS 5-10 ACRES: 1  
LOTS 10 ACRES OR GREATER: 0

#### SURVEY CONTROL DATA & BEARING BASIS:

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/CORS  
PROJECT CONTROL POINTS WERE ESTABLISHED USING THE 'SMARTNET' RTK NETWORK.

#### SURVEY CONTROL MONUMENT

C.O.A. MONUMENT E344  
GRID COORDINATES  
N=10055821.99  
E=3093670.81  
C.S.F. = 0.999997207  
ELEVATION = 678.33' NAVD 88

#### BENCHMARK LIST:

BM#6- COTTON SPINDLE SET IN TREE #8423  
ELEV= 1121.98'

BM#7- COTTON SPINDLE SET IN TREE #8432  
ELEV= 1101.32'

#### SUBDIVISION ROADS:

PUBLIC STREET DEDICATION

#### STREET SUMMARY

STREET NAME (CLASSIFICATION)	ROW WIDTH	LENGTH (LF)	PAVEMENT WIDTH (F-F)
SAGE THRASHER CIRCLE (LOCAL)	50'	1712'	29' C&G
TOTAL LINEAR FEET		1712'	
RIGHT-OF-WAY = 1.97 ACRES			



8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700  
PREPARATION DATE: 10-15-20

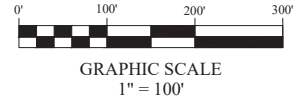
FINAL PLAT ESTABLISHING  
HEADWATERS AT  
BARTON CREEK, PHASE 5, SECTION 1  
CITY OF DRIPPING SPRINGS ETJ

SHEET  
2  
OF  
5



HEADWATERS AT BARTON CREEK  
PHASE 4, SECTION 4  
DOC. NO. 2002525  
O.P.R.H.C.TX

M. D. RAPER SURVEY NO. 37 ABSTRACT NO. 394  
E. W. BROWN SURVEY NO. 136 ABSTRACT NO. 44  
H. BRASHE SURVEY ABSTRACT NO. 58  
W. R. WOOD SURVEY ABSTRACT NO. 567  
HAYS COUNTY, TEXAS  
AUGUST 2020



REMAINDER OF 1035.74 ACRES  
WFC HEADWATERS OWNER VII, L.P.  
DOC#2014-14000136  
O.P.R.H.C.TX

LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ELEVATION BENCH MARK
- PUE PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS
- ..... SIDEWALK

\*SEE SHEET 2 OF 5 FOR LINE AND CURVE TABLES.

FINAL PLAT ESTABLISHING  
HEADWATERS AT  
BARTON CREEK, PHASE 5, SECTION 1  
CITY OF DRIPPING SPRINGS ETJ

SHEET  
3  
OF  
5

**Delta Survey Group Inc.**

8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700  
PREPARATION DATE: 10-15-20

300.00 ACRES  
HABC, LTD.  
CL. 343, PG. 321  
O.P.R.H.C.TX.  
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE,  
NAD83/CORS

M. D. RAPER SURVEY NO. 37 ABSTRACT NO. 394  
E. W. BROWN SURVEY NO. 136 ABSTRACT NO. 44  
H. BRASHE SURVEY ABSTRACT NO. 58  
W. R. WOOD SURVEY ABSTRACT NO. 567  
HAYS COUNTY, TEXAS  
AUGUST 2020



GRAPHIC SCALE  
1" = 100'



#### LEGEND

- 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP SET (UNLESS NOTED OTHERWISE)
- ⊙ 1/2 INCH IRON ROD WITH "DELTA SURVEY" CAP FOUND
- ELEVATION BENCH MARK
- ⊕ PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. PLAT RECORDS, HAYS COUNTY, TEXAS
- ..... SIDEWALK

REMAINDER OF 1035.74 ACRES  
WFC HEADWATERS OWNER VII, L.P.  
DOC#2014-14000136  
O.P.R.H.C.TX

\*SEE SHEET 2 OF 5 FOR LINE AND CURVE TABLES.

FINAL PLAT ESTABLISHING  
HEADWATERS AT  
BARTON CREEK, PHASE 5, SECTION 1  
CITY OF DRIPPING SPRINGS ETJ

SHEET  
4  
OF  
5



8213 BRODIE LANE STE. 102 AUSTIN, TX. 78745  
OFFICE: (512) 282-5200 FAX: (512) 282-5230  
TBPLS FIRM NO. 10004700  
PREPARATION DATE: 10-15-20

# PHASE 5, SECTION 1 IMPERVIOUS COVER TRACKING

## HEADWATERS DEVELOPMENT AGREEMENT - IMPERVIOUS COVER SUMMARY

### ALLOWABLE IMPERVIOUS COVER

TOTAL AREA<sup>1</sup> = 1509.68 AC.  
TOTAL ALLOWABLE IMPERVIOUS COVER (15%)<sup>2</sup> = 226.45 AC.

COMMERCIAL AREA<sup>1</sup> = 166.13 AC.  
COMMERCIAL ALLOWABLE IMPERVIOUS COVER (50% OF AREA)<sup>2,3</sup> = 83.07 AC.

RESIDENTIAL AREA<sup>1</sup> = 1343.55 AC.  
RESIDENTIAL ALLOWABLE IMPERVIOUS COVER<sup>2</sup> = 143.38 AC.

#### NOTES:

1. ACREAGE ON ABOVE TABLE COME FROM THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT, DATED JANUARY 11, 2005 RECORDED IN VOLUME 2675, PAGE 649 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
2. IMPERVIOUS COVER CALCULATIONS ARE BASED ON THE REQUIREMENTS OF THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.
3. IMPERVIOUS COVER OF COMMERCIAL TRACT IS ASSUMED TO BE 50% OF COMMERCIAL AREA PER THE HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT.

### TOTAL SITE SUMMARY

COMMERCIAL IMPERVIOUS COVER SUMMARY  
HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS) IMPERVIOUS COVER = 0.79 AC.  
HEADWATERS APARTMENTS IMPERVIOUS COVER = 4.82 AC.  
HEADWATERS OFFICE WEST IMPERVIOUS COVER = 1.48 AC.

TOTAL COMMERCIAL IMPERVIOUS COVER = 7.09 AC.

REMAINING COMMERCIAL IMPERVIOUS COVER = 75.98 AC.

RESIDENTIAL IMPERVIOUS COVER SUMMARY  
PHASE 1 IMPERVIOUS COVER = 33.08 AC.  
PHASE 2 IMPERVIOUS COVER = 28.97 AC.  
PHASE 4 SECTION 1 IMPERVIOUS COVER = 3.08 AC.  
PHASE 4 SECTION 2 IMPERVIOUS COVER = 4.65 AC.  
PHASE 4 SECTION 3 IMPERVIOUS COVER = 7.54 AC.  
PHASE 4 SECTION 4 IMPERVIOUS COVER = 12.83 AC.  
PHASE 4 SECTION 5 IMPERVIOUS COVER = 3.03 AC.  
PHASE 4 SECTION 6 (NON-SCHOOL TRACT) IMPERVIOUS COVER = 0.42 AC.  
PHASE 4 SECTION 6 (SCHOOL TRACT) IMPERVIOUS COVER = SEE NOTE 5 BELOW  
PHASE 5 SECTION 1 IMPERVIOUS COVER = 5.86 AC.

TOTAL RESIDENTIAL IMPERVIOUS COVER = 99.46 AC.

REMAINING RESIDENTIAL IMPERVIOUS COVER = 43.92 AC.

AVERAGE RESIDENTIAL LOT SIZE = 8,568 SF

#### NOTES:

1. IMPERVIOUS COVER OF "HEADWATERS COMMERCIAL (ROADWAY IMPROVEMENTS)" CALCULATED BY ADDING THE IMPERVIOUS COVER FROM DRAINAGE AREAS DA 2 AND DA 7 OF THE DEVELOPED DRAINAGE AREA MAP FROM THE ENGINEERING PLANS FOR HEADWATERS COMMERCIAL, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E., DATED 5/10/18. IMPERVIOUS COVER OF FUTURE DEVELOPMENT AREAS TO BE INCLUDED AT THE TIME OF FINAL PLAT.
2. IMPERVIOUS COVER OF "HEADWATERS APARTMENTS" FROM THE APPROVED SITE PLANS FOR HEADWATERS APARTMENTS, ISSUED BY AUSTIN CIVIL ENGINEERING, INC., SEALED BY HUNTER SHADBURNE, P.E. DATED 07/09/18.
3. IMPERVIOUS COVER OF "PHASE 1" OF THE HEADWATERS AT BARTON CREEK SUBDIVISION FROM RECORD DRAWINGS FOR THE PHASE 1 OF HEADWATERS AT BARTON CREEK SUBDIVISION, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY JAMES BREWER, P.E. DATED 03/16/15.
4. AVERAGE RESIDENTIAL LOT SIZE OF "PHASE 1" FROM THE RECORDED FINAL PLAT, HEADWATERS AT BARTON CREEK, PHASE 1, ISSUED BY DOUCET & ASSOCIATES, INC., SEALED BY SYDNEY XINOS, R.P.L.S. DATED 03/08/16.
5. SECTIONS 1.15 AND 3.2.5, OF THE RESTATED HEADWATERS AT BARTON CREEK DEVELOPMENT AGREEMENT DOCUMENT NUMBER 20021129, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS STATE THAT IMPERVIOUS COVER OF THE SCHOOL TRACT SHALL NOT BE INCLUDED IN DETERMINING ALLOWABLE IMPERVIOUS COVER OF THE LAND.
6. IMPERVIOUS COVER OF "HEADWATERS WEST OFFICE" FROM THE APPROVED SITE PLANS SEALED BY JOSE SOSA, P.E. DATED 07/31/2020.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the demolition and replacement of shower stalls and restroom partitions within the existing portion of the Jail Facility as part of the Jail Expansion Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 17, 2021	\$608,879

#### LINE ITEM NUMBER

006-852-94-200.5611\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	SHELL

#### SUMMARY

A complete demolition and replacement of the shower stalls and toilet partitions in the existing portion of the Jail is needed for TCJS compliance. Vaughn Construction will provide labor and materials related to the shower stalls. TCI will provide materials only for the toilet partitions while Vaughn will be confirming the shop drawings and installing the partitions. This project was broken down in this manner to obtain the most favorable pricing and to assure the County received the proper detention grade materials. Interest income generated within the Public Safety Bond Fund will be utilized to fund this request.

Attachment: Vaughn Construction (\$474,867)  
TCPN Contract # R160405  
Texas Correctional Industries (\$134,012)

# JOB ORDER PRICE QUOTE

**TCPN Contract # R160405**

**DATE:** 06/14/21

**JOB ORDER NAME:** Hays County Jail Shower Replacement

**PRICE QUOTE OF:** Vaughn Construction  
1400 Universal City Blvd.  
Universal City, TX 78148

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## TO: Hays County Jail

Having carefully examined the dimensioned planned drawings, proposal request narrative, as well as the premises and all conditions affecting the Work, the undersigned promises to furnish all labor, all equipment, all materials, all supervision and all other services required to complete the entire work in complete accordance with the Pricing Documents and according to the contracted Pricing Schedule for the following price:

### I. JOB ORDER SUM:

FOUR HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED SIXTY  
SEVEN and 00/100

Dollars \$474,867.00

Note: Amounts shall be shown in both written form and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

Job Order Duration for Substantial Completion

35  
(Working Days)

Job Order Duration for Final Completion

40  
(Working Days)

Total value of pre-priced work based on the Unit Price Guide and Coefficient:

\$396,945.89

Total value of non-pre-priced work:

\$66,339.00

Total value of extraordinary items:

\$0.00

Bond:

\$11,582.14

Qualifications and Clarifications:

Additional qualifications and assumptions are on Page No. 2.

Please feel free to contact me with any questions or concerns. Thank you.

Very Truly Yours,



Alex Amador  
Vaughn Construction



## QUALIFICATIONS & ASSUMPTIONS

**Document Date:** 06.14.2021

### General

1. Our proposal is based on Davis Bacon Wage Rate Compliance.
2. Our proposal is based on receipt of an Owner Executed Exhibit 'J-1': Financial Viability of Public Owner in accordance with Texas Business & Commerce Code 56.054. We anticipate this can be executed concurrently with the wage rate addendum notification.
3. Our proposal does not include any provisions to provide 3rd party environmental (i.e. asbestos, lead, mold, etc...) monitoring. An "all clear" letter will need to be provided prior to starting work.
4. Our proposal is based on performing work during normal work hours Monday through Friday, 7:00 AM to 3:30 PM.
5. Our proposal is based on document "Hays County Jail Shower Replacement – SOW – 10.16.20," created by Vaughn Construction.
6. Our proposal assumes all partitions will be OFCI and is based on supplied TCI product sheets. Vaughn will assist in field verification and includes installation of partitions. Lead times are dependent on TCI.
7. Our proposal assumes all work will be complete after arrival of toilet partitions and shower cabins, and assumes access to full area with no unauthorized personnel on the jobsite. Construction duration includes 2 phases.
8. Our proposal excludes temporary construction walls.
9. Our proposal assumes reasonable access to jobsite.
10. Our proposal assumes all plumbing work leading to shower units will be reused and includes use of Acorn – Ligature Resistant LR 1730 Shower Cabinets.
11. Our proposal excludes unforeseen conditions.
12. Our proposal excludes purchase of toilet partitions due to purchase restrictions by TCI. Only state entities are capable of purchasing through TCI.
13. Our proposal includes installation of shroud over shower cabinets, and removal of towel hook from included shower cabinets. Our proposal also includes stainless steel anchoring from floor to ceiling as discussed on walkthrough that took place on 2/24/21.
14. Our proposal pricing is valid through June 25<sup>th</sup> and will increase by 12% after this date, and every 30 days thereafter. A Letter of Intent will be necessary to hold pricing.

## Price Proposal - TCPN Contract #R160405 - Job Order Contracting (Texas)

*This proposal was prepared exclusively for Texas A&M University - Corpus Christi*

Job Number: 2464-XX  
 Job Name: Hays County Jail Showers  
 Contractor: Vaughn Construction  
 Date Created: 10/30/2020  
 Last Update: 06/14/2021  
 Proposal Value: \$463,284.89  
 Construction Procurement Catalog: Year 2020 Quarter 3 - SAN ANTONIO, TX

### Summary By Division

Division	Line Total
01 General Requirements	\$66,339.00
02 Existing Conditions	\$5,884.33
05 Metals	\$122,473.08
10 Specialties	\$4,666.68
22 Plumbing	\$263,921.80

### Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Dedicated Supervision	01 General Requirements	12.000000	\$2,730.00	1.3500	\$44,226.00
Project Management	01 General Requirements	6.000000	\$2,730.00	1.3500	\$22,113.00

### Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total								
1	General Requirements	Non-Prepriced		WK	Dedicated Supervision	\$44,226.00								
					<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>12.000000</td><td>\$2,730.00</td><td>1.3500</td><td>\$44,226.00</td></tr></table>	QTY	Unit Price	Factor	Total	12.000000	\$2,730.00	1.3500	\$44,226.00	
QTY	Unit Price	Factor	Total											
12.000000	\$2,730.00	1.3500	\$44,226.00											
2		Non-Prepriced		WK	Project Management	\$22,113.00								
					<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>6.000000</td><td>\$2,730.00</td><td>1.3500</td><td>\$22,113.00</td></tr></table>	QTY	Unit Price	Factor	Total	6.000000	\$2,730.00	1.3500	\$22,113.00	
QTY	Unit Price	Factor	Total											
6.000000	\$2,730.00	1.3500	\$22,113.00											

Price Proposal Report

3	Existing Conditions	024119190800	Week	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost 30 C.Y. capacity (7 tons)	\$2,956.50								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>3.000000</td><td>\$730.00</td><td>1.3500</td><td>\$2,956.50</td></tr></table>	QTY	Unit Price	Factor	Total	3.000000	\$730.00	1.3500	\$2,956.50	
QTY	Unit Price	Factor	Total										
3.000000	\$730.00	1.3500	\$2,956.50										
4		024119166200	Ea.	Selective demolition, cutout, paneling, to 3/4" thick, openings to 5 S.F., remove, excludes re-framing, loading and disposal Paneling to 3/4" thick	\$2,927.83								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>132.000000</td><td>\$16.43</td><td>1.3500</td><td>\$2,927.83</td></tr></table>	QTY	Unit Price	Factor	Total	132.000000	\$16.43	1.3500	\$2,927.83	
QTY	Unit Price	Factor	Total										
132.000000	\$16.43	1.3500	\$2,927.83										
5	Metals	051223180100	L.F.	Corner guards, steel angle w/anchors, 3.2 lbs/LF, 2" x 2" x 1/4" 2" x 2" x 1/4" angles, 3.2#/L.F.	\$115,864.56								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>6320.000000</td><td>\$13.58</td><td>1.3500</td><td>\$115,864.56</td></tr></table>	QTY	Unit Price	Factor	Total	6320.000000	\$13.58	1.3500	\$115,864.56	
QTY	Unit Price	Factor	Total										
6320.000000	\$13.58	1.3500	\$115,864.56										
6		050521900020	Hr.	Welding structural steel in field, cost per welder, 1/8" dia, type 6011, excl operating engineer Field welding, 1/8" E6011, cost per welder, no operating engineer	\$6,608.52								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>80.000000</td><td>\$61.19</td><td>1.3500</td><td>\$6,608.52</td></tr></table>	QTY	Unit Price	Factor	Total	80.000000	\$61.19	1.3500	\$6,608.52	
QTY	Unit Price	Factor	Total										
80.000000	\$61.19	1.3500	\$6,608.52										
7	Specialties	100505106050	S.F.	Selective demolition, partition, woven wire Partition, woven wire	\$4,666.68								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>8642.000000</td><td>\$.40</td><td>1.3500</td><td>\$4,666.68</td></tr></table>	QTY	Unit Price	Factor	Total	8642.000000	\$.40	1.3500	\$4,666.68	
QTY	Unit Price	Factor	Total										
8642.000000	\$.40	1.3500	\$4,666.68										
8	Plumbing	220505101442	Ea.	Wash fountain, 54" diameter, selective demolition 54" diameter	\$5,422.50								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>31.000000</td><td>\$129.57</td><td>1.3500</td><td>\$5,422.50</td></tr></table>	QTY	Unit Price	Factor	Total	31.000000	\$129.57	1.3500	\$5,422.50	
QTY	Unit Price	Factor	Total										
31.000000	\$129.57	1.3500	\$5,422.50										
9		224673101940	Ea.	Prison/institution fixtures, shower, stainless steel, package for built-in with hot and cold valves and soap dish Hot & cold valves, recessed soap dish	\$23,555.69								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>31.000000</td><td>\$562.86</td><td>1.3500</td><td>\$23,555.69</td></tr></table>	QTY	Unit Price	Factor	Total	31.000000	\$562.86	1.3500	\$23,555.69	
QTY	Unit Price	Factor	Total										
31.000000	\$562.86	1.3500	\$23,555.69										
10		224673101840	Ea.	Prison/institution fixtures, shower cabinet, stainless steel, unitized, 36" x 36" x 88" 36" x 36" x 88"	\$234,943.61								
				<table><tr><th>QTY</th><th>Unit Price</th><th>Factor</th><th>Total</th></tr><tr><td>15.894000</td><td>\$10,949.56</td><td>1.3500</td><td>\$234,943.61</td></tr></table>	QTY	Unit Price	Factor	Total	15.894000	\$10,949.56	1.3500	\$234,943.61	
QTY	Unit Price	Factor	Total										
15.894000	\$10,949.56	1.3500	\$234,943.61										



# Texas Department of Criminal Justice

**Bryan Collier**  
Executive Director

July 8, 2021

Marcus Smith  
Hays County Sheriff  
712 South Stagecoach Trail, Suite 1071  
1307 Uhland Road  
San Marcos, Texas 78666

QUOTE # Same Price 17545  
Replaces 17322

Dear Mr. Smith,

The Texas Department of Criminal Justice/Texas Correctional Industries is pleased to furnish the quote below for the following items:

DESCRIPTION	QTY.	PRICE EACH	TOTAL
Side Panel (P2-20-2519)	45	\$1,477.00	\$66,465.00
Side Partition (P2-20-2520)	10	\$736.00	\$7,360.00
Small Wall Partition (P2-20-2521)	5	\$2,049.00	\$10,245.00
Medium Wall Partition (P2-20-2522)	5	\$2,134.00	\$10,670.00
Large Wall Partition (P2-20-2523)	8	\$4,909.00	\$39,272.00
TOTAL ---			\$134,012.00

Order to be completed 120-150 days after receipt of purchase order.

This quote could fluctuate due to fluctuating raw material prices of steel and aluminum. TCI will try to keep prices as they are quoted but increases to raw material price fluctuations may necessitate an increased price adjustment. You will be notified in those cases.

See Page 2 for continuation

*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

Manufacturing, Agribusiness and Logistics Division  
P.O. Box 4013  
Huntsville, Texas 77342-4013  
(936) 437-2188  
www.tdcj.texas.gov

Page 2

July 8, 2021  
Hays County Sheriff  
Quote Same Price 17545 Replaces 17322

If this meets with your approval, send your purchase order to:

Industry Metal Products Division
Post Office Box 4013
Huntsville, Texas 77342-4013
<b>OR: Fax to 936 437 8423</b>
Email: <a href="mailto:tcj@tdcj.texas.gov">tcj@tdcj.texas.gov</a>

Please be sure to include your Bill to address and Ship to address on your purchase order.

If I can be of any further assistance, please let me know.

Sincerely,

*Shawn Blair*

Mr. Shawn Blair  
Division Manager

SB/rjm

cc: Luther Stainless Steel  
File

Attachments: Prints, Warranty/Insurance Information, Prison Made Goods Act

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*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

Manufacturing, Agribusiness and Logistics Division  
P.O. Box 4013  
Huntsville, Texas 77342-4013  
(936) 437-2188  
[www.tdcj.texas.gov](http://www.tdcj.texas.gov)

**Texas Department of Criminal Justice (TDCJ)/Institutional Division (Texas Government Code, Chapter 497, Subchapter A, Section 497.023 – 497-029):**

Competitive bidding is not required for items purchased from TDCJ under the Prison Made Goods Acts, except for printing. Printing requires competitive bids regardless of the dollar amount. In order to use this procedure, the following steps are to be taken:

- A written quotation is obtained from TDCJ/institutional Division (Texas Correctional Industries – TCI).
- If the quotation is within the agency's delegation limit (see Section 2.11 General Procedures), the agency issued a purchase order directly to TDCJ-Institutional Division. Printing is a commodity and not a delegated purchase order over \$25,000.00. Note the following on the purchasing documentation, **“the award was made under the Prison Made Goods Act and is noncompetitive.”** Code as a document type 9 when a warrant must be issued or Interagency Transaction Voucher (ITV) to electronically transfer payment.
- If the quotation is beyond the agency's delegation, an open market requisition is sent to CPA with the quotation attached. Note the following on the requisition: **“Please award to TDCJ per attached quotation.”** The CPA will issue an order.

<http://www.window.state.tx.us/procurement/pub/manual>

QUOTE # Same Price 17545 Replaces 17322

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Donnoe & Associates, Inc. for the creation of test exam booklets and questionnaires for the promotional exams at the Sheriff's Office.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

NTE \$10,000 per FY

#### LINE ITEM NUMBER

001-618-03.5335 Jail, Employment Testing  
001-618-03.5335 Sheriff's Office, Employment Testing  
001-618-04.5335 Animal Control, Employment Testing

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

#### REQUESTED BY

Sheriff Gary Cutler

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The Sheriff's Office is requesting approval to enter into an agreement with Donnoe & Associates, Inc. to create testing exam booklets and or questionnaires for promotional exams. In 2017, the S.O. started using the vendor, and since then, a bank of questions and related educational materials are well-established. Due to this, the S.O. is allowed at any time to use the items to manage costs. Switching to another vendor will incur additional expenses to develop and create new sets of material.

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

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Donnoe & Associates, Inc.** hereinafter "Contractor"), whose primary place of business is located at 10940 Fair Oaks Blvd, Ste 700, Fair Oaks, CA 95628, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

**1. OVERVIEW**

Creation of testing exam booklets and/or questionnaires for the promotional exams at the Sheriff's Office.

**2. SERVICES**

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

**3. ADDITIONAL TERMS**

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

**4. DURATION**

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice prior to the expiration of the then-current annual renewal.

**5. COMPENSATION**

Contractor will be compensated for the Work on an as-needed basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Ten Thousand dollars (\$10,000.00 USD), per year, for the Work performed under this Agreement.



## **6. PAYMENT**

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

## **7. NOTICE OF COMPLETION**

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

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

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

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

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

## **9. INSURANCE**

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

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

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

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

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

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

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

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

#### **12. SURVIVAL**

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

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

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

#### **14. SEVERABILITY**

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

## **15. MULTIPLE COUNTERPARTS**

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

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

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

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

## **20. BINDING EFFECT**

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

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

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

**23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

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

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

By: Ruben Becerra  
Hays County Judge

Donnoe & Associates, Inc.  
Donnoe & Associates, Inc.

By: Shirley Donnoe, CFO  
8/11/21

## **EXHIBIT A**

### **Scope of Work**

Creation of testing exam booklets and/or questionnaires for the promotional exams at the Sheriff's Office.

**EXHIBIT B**

**Fee Schedule**

## 2021 Test Rental and iAHQ Fees

### Written Multiple Choice Test Rental

Written Tests are rented for a two week period, and during this time may be used *twice* (the fee is for the number of books provided, not the number of candidates tested). Shipping / handling for written tests is up to 10% for all test orders. We never charge an additional fee for RUSH orders or scoring of your exam.

<b>STOCK TESTS</b> <ul style="list-style-type: none"> <li>Select from 75+ unique stock tests</li> <li>Clients may use test booklets <i>twice</i> during a two-week period</li> <li>Test scoring by the client or by Donnoe &amp; Associates</li> <li>One blank Scantron answer sheet per test book; additional forms available at \$.25 each</li> </ul>	Fee: \$300 Base fee, plus \$10 per booklet.	<b>CUSTOM TESTS</b> <ul style="list-style-type: none"> <li>You select from a pool of over 100 items, to create a new custom exam</li> <li>Over 8,000 items in our item bank</li> <li>Subsequent rental of this exam is at stock test prices</li> </ul>	Fee: \$900 Base fee, plus \$10 per booklet.
<b>BUILD-A-TEST<sup>SM</sup></b> <ul style="list-style-type: none"> <li>We select questions from sources you identify to create up to a 100 item exam</li> <li>Select from over 200 competency-based segments, or from over 300 public safety and management references</li> </ul>	Fee: \$600 Base fee, plus \$10 per booklet.	<b>LEASE OPTIONS</b> <ul style="list-style-type: none"> <li>Long term lease – in 6 month time blocks</li> <li>Unlimited use of test materials during lease period</li> <li>New test forms (alternate forms) are provided after six months</li> <li>Test scoring by the client or by Donnoe &amp; Associates</li> </ul>	The fee is FIVE TIMES (5X) the two-week rental fee

### CUSTOM ITEM WRITING

- New item development from selected references
- We will assist you in responding to protests / defend exams
- Fee: \$75 each for new test questions written (please allow 6 - 8 weeks for item development).
- Second and subsequent use of these test questions is at no additional charge above normal rental rates.

### iAHQ Exams<sup>SM</sup>

Fees for Donnoe & Associates' iAHQ Exams are similar to the written test fee structure, including a Base Fee and a per-candidate fee.

<b>STOCK iAHQ Exams</b> <ul style="list-style-type: none"> <li>Select from 20+ unique stock tests</li> <li>The Agency Name and Exam Title are built onto the Stock Tests</li> <li>Test scoring by Donnoe &amp; Associates</li> </ul>	Fee: \$300 Base fee, plus \$10 per candidate who returns a questionnaire for scoring	<b>CUSTOM iAHQ Exams</b> <ul style="list-style-type: none"> <li>Test content and questions are designed in partnership with your agency, and reviewed by your SMEs</li> <li>Test scoring by Donnoe &amp; Associates, again based on agency input</li> </ul>	Fee: \$900 Base fee, plus \$10 per candidate who returns a questionnaire for scoring
--	--	---	--



**EXHIBIT C**

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

**A. N/A**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Jan Ford Mustin to perform pre-employment psychological evaluations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 17, 2021	NTE \$10,000 per FY

#### LINE ITEM NUMBER

001-618-03.5335 Employment Testing  
001-618-00.5335 Employment Testing

#### 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

At this time, the Sheriff's Office is seeking approval for a professional services agreement with Dr. Jan Ford Mustin to perform pre-employment psychological evaluations for prospective employees of the S.O., including the jail. Currently, an agreement is in place with Dr. Mancini; adding an additional agreement will allow for more options when she is not available.

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

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Dr. Jan Ford Mustin** (hereinafter "Contractor"), whose primary place of business is located at 4407 Bee Caves Road, Suite 411, West Lake Hills, Texas 78746 hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

**1. OVERVIEW**

Contractor shall conduct pre-employment psychological evaluations for prospective employees of the Hays County Sheriff's Office, including the Hays County Jail, on an as-needed basis.

**2. SERVICES**

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

**3. ADDITIONAL TERMS**

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

**4. DURATION**

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice prior to the expiration of the then-current annual renewal.

**5. COMPENSATION**

Contractor will be compensated for the Work on a per-evaluation basis, the terms of which are cited in Contractor's rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractor's rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Ten Thousand dollars (\$10,000 USD), per year, for the Work performed under this Agreement.

## **6. PAYMENT**

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

## **7. NOTICE OF COMPLETION**

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

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

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

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

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

## **9. INSURANCE**

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

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

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

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

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

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

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

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

#### **12. SURVIVAL**

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

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

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

#### **14. SEVERABILITY**

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

## **15. MULTIPLE COUNTERPARTS**

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

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

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

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

## **20. BINDING EFFECT**

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

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

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

### **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

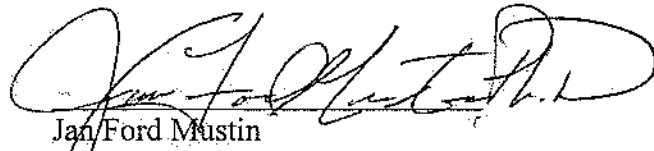
*Signatures by the parties to this Professional Services Agreement follow on the next page.*



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

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

By: Ruben Becerra  
Hays County Judge

  
Jan Ford Mustin

By: Principal

## **EXHIBIT A**

### **Scope of Work**

On an as-needed basis:

- Conduct pre-employment psychological evaluations for prospective employees of the Hays County Sheriff's office, including the Hays County Jail
- Provide other evaluations as directed by the Hays County Sheriff or his designee

## **EXHIBIT B**

### **Fee Schedule**

#### Contractor's Evaluation Rate Schedule

Principal: \$195.00 per evaluation (includes in-person and/or virtual evaluations)

**EXHIBIT C**

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

**A. N/A**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2021

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**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Trust Risk Management Services, Inc. doing business in TX  
as Potomac Risk Management Services, Inc.  
1791 Paysphere Circle  
Chicago, IL 60674

**CONTACT**

NAME: Trust Risk Management Services, Inc

PHONE  
(A/C, No, Ext): 877.637.9700FAX  
(A/C, No): 877.251.5111EMAIL  
ADDRESS: info@trustrms.com**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: ACE American Insurance Company

22667

**INSURED**

Jan Ford Mustin, Ph.D., P.C.  
4407 Bee Caves Rd Ste 411  
West Lake Hills, TX 78746-6406

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date 02/04/2010			78G26088598	04/15/2021	04/15/2022	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

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AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

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as Potomac Risk Management Services, Inc.  
1791 Paysphere Circle  
Chicago, IL 60674

**CONTACT**

NAME: Trust Risk Management Services, Inc

PHONE  
(A/C, No, Ext): 877.637.9700FAX  
(A/C, No): 877.251.5111EMAIL  
ADDRESS: info@trustrms.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A: ACE American Insurance Company****22667****INSURED**

Dr. Jan Ford Mustin  
4407 Bee Caves Rd Ste 411  
West Lake Hills, TX 78746-6406

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$
	OTHER:							
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	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
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								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						OTH-ER	\$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
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A	Psychologist's Professional Liability Retroactive Date 02/04/2010			78G26088598	04/15/2021	04/15/2022	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

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AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2021

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AUTHORIZED REPRESENTATIVE



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Dr. Steven A. Logsdon, PH.D. to perform pre-employment psychological evaluations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	August 17, 2021	NTE \$10,000 per FY

#### LINE ITEM NUMBER

001-618-03.5335 Employment Testing  
001-618-00.5335 Employment Testing

#### 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

At this time, the Sheriff's Office is seeking approval for a professional services agreement with Dr. Steven A. Logsdon, PH.D perform pre-employment psychological evaluations for prospective employees of the S.O., including the jail. Currently, an agreement is in place with Dr. Mancini; adding an additional agreement will allow for more options when she is not available.

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

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Dr. Steven A. Logsdon, PH.D.** (hereinafter “Contractor”), whose primary place of business is located at P.O. Box 2607, Universal City, Texas 78418, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

Contractor shall conduct pre-employment psychological evaluations for prospective employees of the Hays County Sheriff’s Office, including the Hays County Jail, on an as-needed basis.

**2. SERVICES**

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

**3. ADDITIONAL TERMS**

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

**4. DURATION**

The parties agree that the Work shall be performed on an as-needed basis. The initial term of the Agreement is for one (1) year from the Effective Date, and shall automatically renew, on an annual basis, unless otherwise terminated by either party with at least thirty (30) days written notice prior to the expiration of the then-current annual renewal.

**5. COMPENSATION**

Contractor will be compensated for the Work on a per-evaluation basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Ten Thousand dollars (\$10,000 USD), per year, for the Work performed under this Agreement.

## **6. PAYMENT**

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

## **7. NOTICE OF COMPLETION**

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

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

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

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

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

## **9. INSURANCE**

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

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

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

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

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

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

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

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

#### **12. SURVIVAL**

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

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

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

#### **14. SEVERABILITY**

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

## **15. MULTIPLE COUNTERPARTS**

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

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

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

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

## **20. BINDING EFFECT**

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

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

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

**23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

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

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

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

By: Ruben Becerra  
Hays County Judge

Steven A. Logsdon, Ph.D.  
Steven A. Logsdon, PH.D.

By: Principal

## **EXHIBIT A**

### **Scope of Work**

On an as-needed basis:

- Conduct pre-employment psychological evaluations for prospective employees of the Hays County Sheriff's office, including the Hays County Jail
- Provide other evaluations as directed by the Hays County Sheriff or his designee



## **EXHIBIT B**

### **Fee Schedule**

#### **Contractor's Evaluation Rate Schedule**

**Principal: \$175.00 per evaluation (includes in-person and/or virtual evaluations)**

**EXHIBIT C**

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

**A. N/A**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

**Certificate of Insurance**



## Certificate of Liability Insurance

Date Issued: 07/03/2020

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058

**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Steven A Logsdon  
P O Box 2607  
Universal City, TX 78148

**Policy Number:** E72294  
**Policy Term:** 10/01/2020 to 10/01/2021  
**Occupation:** Licensed Psychologist

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
▪ Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

**Comments/Special Descriptions:**

### Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson

## 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 Hays County Salary Grievance Committee for the remainder of the fiscal year Pursuant to Chapter 152 of the Local Government Code.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Kennedy

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Additional information will provided 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

Discussion and possible action to order a Special Election to be held on November 2, 2021; and to approve Early Voting schedule & locations and Election Day locations for the Special Election called by the Governor to vote on Constitutional Amendments.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jennifer Anderson

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Attachments:  
Order of the Special Election  
Adoption of the November 2, 2021 Special Constitutional Amendment election Early Voting Schedule and Election Day Polling locations.

ORDER OF SPECIAL ELECTION  
(For Governor-ordered or County-ordered measure elections)  
(ORDEN DE ELECCION ESPECIAL)  
(Para órdenes de gobernador u órdenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on **November 2<sup>nd</sup>, 2021** for the purpose of:  
(date)

(Por la presente se ordena que se llevará a cabo una elección el **2 de noviembre de 2021** con el propósito de:  
(fecha)

Early voting by personal appearance will be conducted each weekday at  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en)

**Hays County Government Center, 712 South Stagecoach Trail, San Marcos, Texas 78666**  
(location) (sitio)

Note: If county clerk is not the early voting clerk, the information in the block is required.

between the hours of **8 a.m.** and **5 p.m.** beginning on **October 18<sup>th</sup>, 2021**  
(date)  
(entre las **8 de la mañana** y las **5 de la tarde** empezando el **18 de octubre de 2021**  
(fecha)  
and ending on **October 29<sup>th</sup>, 2021.** (y terminando el) **29 de octubre de 2021**  
(date) (fecha)

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

**Jennifer Anderson**  
(Name of Early Voting Clerk)  
(Nombre del Secretario(a) de la Votación Adelantada)

**712 South Stagecoach Trail, Suite 1012**  
(Address) (Dirección)

**San Marcos, TX** **78666-6294**  
(City) (Ciudad) (ZIP Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

**October 22<sup>nd</sup>, 2021** **22 de octubre de 2021.**  
(date) (fecha)

Issued this the **tenth** day of **October, 2021.**

(Emitida este día **10 de octubre de 2021.**)

\_\_\_\_\_  
Signature of County Judge  
(Firma del Juez del Condado)

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado

\_\_\_\_\_  
County Commissioner  
Comisionado del Condado



**Vote Center Locations for Early Voting and Election Day  
2021 November General Election (Constitutional Amendment and Local Jurisdictions)**

**Early Voting: Monday, October 18 — Friday, October 29, 2021  
Main Early Voting Site — Hays County Government Center**

Monday, October 18 — Friday, October 22	8 am — 5 pm
Saturday, October 23	10 am — 2 pm
Monday, October 25 — Wednesday, October 27	8 am — 5 pm
Thursday, October 28 — Friday, October 29	7 am — 7 pm

**Election Day: Tuesday, November 2, 2021**  
Tuesday, November 2 7 am — 7 pm

**Jennifer Anderson, Elections Administrator: (512) 393-7310**

Early Voting	Election Day	<u><b>San Marcos</b></u>	
✓	✓	Broadway	401 Broadway Street #A
✓	✓	Hays County Government Center <b>Main Early Voting Site</b>	712 South Stagecoach Trail
✓	✓	Hays County Transportation Department — Yarrington	2171 Yarrington Road
✓	✓	Texas State University, LBJ Student Center	601 University Drive
	✓	Brookdale San Marcos North	1720 Old Ranch Road 12
	✓	Calvary Baptist Church	1906 North Interstate 35 Frontage Road
	✓	Centro Cultural Hispano de San Marcos	211 Lee Street
	✓	Dunbar Center	801 Martin Luther King Drive
	✓	First Baptist Church San Marcos	325 West McCarty Lane
	✓	Promiseland Church	1650 Lime Kiln Road
	✓	San Marcos Activity Center	501 East Hopkins Street
	✓	San Marcos Fire Department Station #5	100 Carlson Circle
	✓	San Marcos Housing Authority / C.M. Allen Homes	820 Sturgeon Drive
	✓	Sinai Pentecostal Church	208 Laredo Street
	✓	South Hays Fire Department Station #12	8301 Ranch Road 12



Early Voting	Election Day	<b><u>Kyle and Uhland</u></b>	
✓	✓	HCISD Admin — Arnold Transportation Building	21003 Interstate 35 Frontage Road
✓	✓	Live Oak Academy High School	4820 Jack C. Hays Trail
✓	✓	Simon Middle School (HCISD Clothes Closet)	3839 East FM 150
	✓	Hays County Precinct 2 Office	5458 FM 2770
	✓	HCISD Transportation Department, Main Office	2385 High Road, Uhland
	✓	Kyle City Hall	100 West Center Street
	✓	Tobias Elementary School	1005 East FM 150
	✓	Wallace Middle School	1500 West Center Street

		<b><u>Buda</u></b>	
✓	✓	Buda City Hall	405 East Loop Street, Building 100
✓	✓	Sunfield Station	2610 Main Street
	✓	Hays Hills Baptist Church	1401 North FM 1626
	✓	McCormick Middle School	5700 Dacy Lane
	✓	Southern Hills Church of Christ	3740 FM 967

		<b><u>Wimberley</u></b>	
✓	✓	Scudder Primary School (former campus)	400 Green Acres Drive
✓	✓	Wimberley Community Center	14068 Ranch Road 12
	✓	Cypress Creek Church	211 Stillwater Road
	✓	VFW Post #6441	401 Jacobs Well Road

		<b><u>Dripping Springs and Austin</u></b>	
✓	✓	Dripping Springs United Methodist Church	28900 Ranch Road 12, Dripping Springs
✓	✓	Ledgestone Senior Living	13152 Four Star Boulevard, Austin
	✓	Belterra Centre	151 Trinity Hills Drive, Austin (sometimes listed as 688 Trinity Hills Drive)
	✓	Hays County Precinct 4 Office	195 Roger Hanks Parkway, Dripping Springs
	✓	North Hays County Fire Rescue Station #2 — Driftwood Battalion	15850 FM 1826, Austin

37- Vote Centers  
13 – Early Voting

Precinct 1 – 9  
Precinct 2 – 11  
Precinct 3 – 7  
Precinct 4 - 10

## 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

11:00 a.m. - Budget Workshop regarding the FY 2022 Hays County Budget. Possible action may follow.

#### ITEM TYPE

WORKSHOP

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

BECERRA

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

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at or near Clovis Barker Rd, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

August 17, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to local authority under the Governor's Executive Orders for COVID-19. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

August 17, 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

More information will be presented in Executive Session.