

**Commissioners Court November 9, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **9th day of November 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Adopt a Proclamation recognizing Texas State University during National First-Gen Week, November 8-13, 2021. BECERRA
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CONSENT ITEMS

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

2	6	Approve payments of County invoices. VILLARREAL-ALONZO
3	7	Approve payments of Juror checks. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9-20	Approve Commissioners Court Minutes of August 24, 2021 and August 27, 2021. BECERRA/CARDENAS
6	21	Approve the payment of the November 15, 2021 payroll disbursements in an amount not to exceed \$3,275,000.00 effective November 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	22	Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 4 (Kissing Tree Development) Board of Directors for a two-year term expiring on December 31, 2023. INGALSBE
8	23	Approve the reappointment of Commissioner Debbie Gonzales Ingalsbe to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2023. SHELL
9	24	Approve the cancellation of the Hays County Commissioners Court on the following dates in 2022: January 11 and 25, February 8 and 22, March 1 and 15, April 5 and 19, May 3, 17 and 31, June 14 and 28, July 12 and 26, August 23, September 6, October 4 and 18, November 8 and 29, December 13 and 27. INGALSBE
10	25	Ratify the confirmation of the appointments of Leia Boggs as Reserve Deputy Constable and Travis Bertram as Deputy Constable in the Hays County Constable Precinct 1 Office, effective date November 2, 2021. INGALSBE/PETERSON
11	26-48	Approve Utility Permits. JONES/INGALSBE/BORCHERDING
12	49-59	Ratify the submission of a grant application to the Texas Veterans Commission - Veteran County Service Officer Funding in the amount of \$150,000. INGALSBE/T.CRUMLEY
13	60-77	Ratify the submission of a grant application to the Texas Veterans Commission - Veterans Treatment Court Program in the amount of \$300,000. INGALSBE/T.CRUMLEY
14	78-96	Authorize the execution of Amendment No. 5 to the General Land Office (GLO) Contract No. 18-421-000-B130 Community Development Block Grant Disaster Recovery Program Housing Projects Non-Research & Development 2015 Flood Allocation. BECERRA/T.CRUMLEY
15	97-98	Approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid. BECERRA/T.CRUMLEY
16	99	Authorize the Commissioner Pct. 2 Office to utilize community program funds for consumable items not to exceed \$120 to host a meeting related to the Mental Health Director position. JONES/SMITH

17	100-102	Approve the reappointments of Silver Garza and Don Curry to the board of Driftwood Economic Development Municipal Management District, four year terms ending June 30, 2025. SMITH
18	103	Accept \$775 in grants & contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE
19	104-108	Authorize the issuance of a credit card to the Veteran's Administration Office in an amount not to exceed \$3,500 from the County Depository Bank for programs related to financial assistance for Hays County Veterans. INGALSBE/PRATHER
20	109-130	Ratify the executed agreement between Hays County and HDR Architecture, Inc. to include Articles 11.1 and 13.2.4. which were inadvertently omitted. INGALSBE/T.CRUMLEY
21	131	Approve commercial advertising at the Philanthropic Concert event, proposed to be held on the Courthouse Grounds on or about November 20, 2021 by Delta Sigma Pi fraternity, for sponsors of the event, which is a benefit for the Hays County Food Bank. BECERRA
22	132-172	Approve specifications for RFP-2022-P01, related to proposed acquisition or use of County-owned property at Clovis Barker Road and Civic Center Loop, in Precinct 1. Authorize advertising. INGALSBE

ACTION ITEMS

ROADS

23	173-174	Discussion and possible action to call for a public hearing on November 23, 2021 to reduce the current speed limit of 35 MPH to 30 MPH on Crosswinds Parkway in Crosswinds subdivision from Windy Hill Road to Nautical Loop, per a recent traffic study. INGALSBE/BORCHERDING
24	175-176	Discussion and possible action to call for a public hearing on November 23, 2021 to establish a 3-way stop location on Campo Del Sol Parkway at the intersection of Satsuma Drive in Sunfield subdivision. JONES/BORCHERDING
25	177-181	Discussion and possible action to authorize the execution of Change Order No. 3 with LJA Engineering, Inc. related to the Cotton Gin Road project. JONES/T.CRUMLEY

SUBDIVISIONS

26	182-185	PLN-1798-PC; Call for a Public Hearing on November 23, 2021 to discuss possible action regarding the Hurlbut Ranch West, Lot 17A, Replat. SMITH/MACHACEK
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MISCELLANEOUS

27	186-187	Discussion and possible action to authorize Myers Concrete Construction to lay a concrete dumpster pad, repair a concrete wall, and demo an existing wall located at the Hays County Recycling and Solid Waste Facility in Wimberley in the amount of \$18,330 and amend the budget accordingly. SHELL/T.CRUMLEY
28	188-192	Discussion and possible action to adopt a resolution to cast Hays County's 1,469 votes for Jenifer O'Kane, candidate for the Hays Central Appraisal District Board of Directors. SHELL
29	193-194	Discussion and possible action to approve the renaming of a private driveway in Precinct 4, from Gorman Springs Rd to Oso Creek Rd. SMITH/PACHECO
30	195	Discussion and possible action to canvass the statewide propositions for the November 2, 2021 General Election. BECERRA/ANDERSON
31	196-201	Discussion and possible action to authorize the County Judge to execute an Agreement for Executive Recruitment Services for Combined Emergency Communications Director between Hays County and Strategic Government Resources, Inc (SGR). SHELL/INGALSBE/MILLER
32	202-215	Hold a Public Hearing related to the redistricting of justice of the peace (and constable) and commissioners precincts within Hays County, Texas. Possible action may follow, including actions to Adopt Orders for Redistricting Criteria and a Redistricting Plan. BECERRA

EXECUTIVE SESSIONS

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

33	216	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 Dark Monday, Project Deep Golden, Project Just Peachy, Project Phoenix and Project Wild Strawberry. Possible discussion and/or action may follow in open Court. BECERRA
34	217	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program. Possible discussion and/or action may follow in open court. BECERRA

STANDING AGENDA ITEMS

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

35	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
36	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
37	Discussion and possible action related to proposed bills in the 87th Special Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. SMITH
38	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. INGALSBE/CUTLER
39	Discussion and possible action regarding funding received or to be received by Hays County under the American Rescue Plan Act (ARPA). BECERRA

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 5th day of November, 2021

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing Texas State University during National First-Gen Week, November 8-13, 2021.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

November 9, 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

To join in observance of National First Gen Day, to honor and celebrate the signing of the Higher Education Act by Lyndon B. Johnson on the Texas State University campus on November 8, 1965.



**PROCLAMATION RECOGNIZING TEXAS STATE UNIVERSITY DURING
NATIONAL FIRST GEN WEEK, NOVEMBER 8-13, 2021**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, equipping our children with the knowledge and skills for a lifetime of success is among Hays County's most important responsibilities and moral obligations; and

WHEREAS, Texas State University is a Doctoral Higher Research Activity University, and one of the largest First-Gen Serving Institutions in America, serving over 37,800 students through 99 bachelors, 93 masters, and 14 doctoral degree programs; and

WHEREAS, Texas State University has helped bring the dream of a college education within reach for many first-gen students and their families; and

WHEREAS, the number (and portion) of First-Gen students that make up the Texas State University student body (44%), which is above the national average of 33%; and

WHEREAS, by celebrating Texas State University first-gen students on November 8th as part of an annual celebration started by the Council for Opportunity in Education and the Center for First-Gen Student Success; and

WHEREAS, Hays County is proud of Texas State University's commitment to serving and celebrating first-gen students, offering innovative services, increasing faculty/staff development opportunities, promoting cross-divisional collaborations, and strengthening current student success programs; and

WHEREAS, Hays County is proud of Texas State University's designation as a First-Gen Forward Institution given by the National Association of Student Personnel Administrators (NASPA) Center for First-Generation Student Success and Suder Foundation.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby proclaim November 8-12, 2021 as:

NATIONAL FIRST GEN WEEK

ADOPTED THIS THE 9TH DAY OF NOVEMBER 2021

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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 payment of Juror checks.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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 August 24, 2021 and August 27, 2021.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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



August 24, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 24th 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 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:

Commissioner Jones 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 concerns about the county budget, wages, and money management. Dan Lyon made a public comment regarding concerns about property taxes.

36735 ADOPT A PROCLAMATION DECLARING SEPTEMBER 2021 AS EMERGENCY PREPAREDNESS MONTH IN HAYS COUNTY.

Mike Jones, Emergency Services Director, spoke about the importance of emergency preparedness. Michelle Villegas, Emergency Preparedness Coordinator, stated that in person classes will continue, there will be an online silent auction benefitting the Hays County Fire Chiefs Association on September 1st, and there will be a preparedness fair on September 11th. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a proclamation declaring September 2021 as Emergency Preparedness Month in Hays County. All present voted "Aye." MOTION PASSED.

36736 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36737 APPROVE PAYMENTS OF JUROR CHECKS.

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

36738 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36739 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 10, 2021.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve commissioners court minutes of August 10, 2021. All present voted "Aye." MOTION PASSED.



August 24, 2021

- 36740 APPROVE THE PAYMENT OF THE AUGUST 31, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,315,000.00 EFFECTIVE AUGUST 31, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the payment of the August 31, 2021 payroll disbursements in an amount not to exceed \$4,315,000.00 effective August 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

- 36741 AUTHORIZE THE ACCEPTANCE OF AN AWARD AND THE EXECUTION OF THE FY2022 STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICES (SAVNS) MAINTENANCE GRANT CONTRACT IN THE AMOUNT OF \$30,143.66.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the acceptance of an award and the execution of the FY2022 Statewide Automated Victim Notification Services (SAVNS) Maintenance Grant Contract in the amount of \$30,143.66. All present voted "Aye." MOTION PASSED.

- 36742 RATIFY THE SUBMISSION OF THE COUNTY FERAL HOG ABATEMENT GRANT SUBMISSION TO THE TEXAS A&M AGRILIFE EXTENSION SERVICES, WILDLIFE SERVICES PROGRAM IN THE AMOUNT OF \$7,500.00.**

Dan Lyon made a public comment stating he had difficulty finding where to turn in tails. Tammy Crumley, Director of Countywide Operations, stated the information for turning in tails will be posted more publicly in the future. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the submission of the County Feral Hog Abatement Grant submission to the Texas A&M AgriLife Extension Services, Wildlife Services Program in the amount of \$7,500.00. All present voted "Aye." MOTION PASSED.

- 36743 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 3 - 792 SQUARE FOOT HOUSES AT 660 WAYSIDE DRIVE, WIMBERLEY, TEXAS 78676.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize on-site sewage facility permit for 3 – 792 square foot houses at 660 Wayside Drive, Wimberley, Texas 78676. All present voted "Aye." MOTION PASSED.

- 36744 AUTHORIZE THE ELECTIONS OFFICE TO PURCHASE (3) LAPTOPS TO BE USED FOR VOTER REGISTRATION AND VOTER LIST MAINTENANCE ACTIVITIES AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the Elections Office to purchase (3) laptops to be used for voter registration and voter list maintenance activities and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36745 APPROVE UTILITY PERMITS.**

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

- 36746 APPROVE THE RE-APPOINTMENT OF COMMISSIONER LON SHELL AND COMMISSIONER DEBBIE INGALSBE, TO THE GREATER SAN MARCOS PARTNERSHIP (GSMP) BOARD OF DIRECTORS.**

Dan Lyon made a public comment against the Greater San Marcos Partnership. A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the re-appointment of Commissioner Lon Shell and Commissioner Debbie Ingalsbe, to the Greater San Marcos Partnership (GSMP) Board of Directors. All present voted "Aye." MOTION PASSED.



August 24, 2021

- 36747 AUTHORIZE THE HAYS COUNTY PARKS DEPARTMENT TO ACCEPT A \$500.00 DONATION FROM RAUCOUS CONTENT FOR THE PURCHASE OF SUPPLIES RELATED TO COMMUNITY AND EDUCATIONAL OUTREACH AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Hays County Parks Department to accept a \$500.00 donation from Raucous Content for the purchase of supplies related to community and educational outreach and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36748 AUTHORIZE JM ENGINEERING, LLC TO REPLACE THE EXISTING R-22 WAREHOUSE AC UNIT WITH A NEW 5 TON, 14 SEER AMERICAN STANDARD HVAC LOCATED AT THE RAINBOW ROOM IN THE AMOUNT OF \$7,920.29 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize JM Engineering, LLC to replace the existing R-22 Warehouse AC unit with a new 5 Ton, 14 SEER American Standard HVAC located at the Rainbow Room in the amount of \$7,920.29 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36749 ACCEPT THE NOTICE OF RATE CHANGE FROM BURNET COUNTY FOR THE HOUSING AND CARE OF HAYS COUNTY INMATES FROM \$55.00 PER INMATE PER DAY TO \$62.00 PER INMATE PER DAY, EFFECTIVE OCTOBER 1, 2021.**

Dan Lyon made a public comment against outsourcing inmates and county spending. A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the notice of rate change from Burnet County for the housing and care of Hays County inmates from \$55.00 per inmate per day to \$62.00 per inmate per day, effective October 1, 2021. All present voted "Aye." MOTION PASSED.

- 36750 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH COX COMMERCIAL CONSTRUCTION, LLC. RELATED TO RM 3237 ROUNDABOUT PURSUANT TO IFB 2021-B06.**

Rodrigo Amaya made a public comment regarding concerns about Cox Commercial Construction, LLC. Judge Becerra stated he has followed up on those concerns. Commissioner Shell clarified the changes being made to the contract and stated they are selecting the lowest bid in compliance with the law. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment with Cox Commercial Construction, LLC related to RM 3237 Roundabout pursuant to IFB 2021-B06. All present voted "Aye." MOTION PASSED.

- 36751 APPROVE RENEWAL OF RFP 2020-P08 ELECTION FORM PRINTING SERVICES WITH AMG PRINTING.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve renewal of RFP 2020-PO8 Election Form Printing Services with AMG Printing. All present voted "Aye." MOTION PASSED.

- 36752 APPROVAL TO HOLD AN ONLINE AUCTION WITH RENE BATES AUCTIONEERS TO DISPOSE OF SURPLUS PROPERTY PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 263.152(A)(1) AND AUTHORIZE PURCHASING MANAGER TO ADVERTISE; APPROVE THE DISPOSAL OF PROPERTY AS AUTHORIZED PER TEXAS LOCAL GOVERNMENT CODE 263.152(A)(3).**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones for approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152(a)(1) and authorize purchasing manager to advertise; approve the disposal of property as authorized per Texas Local Government Code 263.152(a)(3). All present voted "Aye." MOTION PASSED.



August 24, 2021

- 36753 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO REMOVE THE CURRENT STOP SIGN ON TANZANITE CIRCLE AT CALOMEL TRAIL AND MOVE IT ONTO CALOMEL TRAIL AT TANZANITE CIRCLE IN STONEFIELD SUBDIVISION.**

Judge Becerra opened the public hearing at 9:33 a.m. No comments were made. Judge Becerra closed the public hearing at 9:33 a.m. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to remove the current stop sign on Tanzanite Circle at Calomel Trail and move it onto Calomel Trail at Tanzanite Circle in Stonefield Subdivision. All present voted "Aye." MOTION PASSED.

- 36754 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A 20 MPH SPEED LIMIT ON EASTERN ROAD.**

Judge Becerra opened the public hearing at 9:34 a.m. No comments were made. Judge Becerra closed the public hearing at 9:34 a.m. A motion was made by Commissioner Shell, seconded by Commissioner Smith to establish a 20 MPH speed limit on Eastern Road. All present voted "Aye." MOTION PASSED.

- 36755 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #5 IN THE AMOUNT OF \$30,000 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. FOR RIGHT-OF-WAY SERVICES ON THE OLD BASTROP RD (CR 266) PROJECT, FROM CENTERPOINT ROAD TO RATTLER ROAD, IN PRECINCT 1 AS PART OF THE ROAD BOND PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(4).**

Dan Lyon made a public comment regarding concerns over changes in the timeline and additional money spent. Commissioner Ingalsbe stated that dealings with an estate, rain delays, and septic tank issues have contributed to the delays. Commissioner Shell clarified how bids are done. Tony Rodriguez, Project Manager, and David Baylor, LJA Right of Way Agent, gave more information on the time extension and additional costs. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Change Order #5 in the amount of \$30,000 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for Right-of-Way services on the Old Bastrop Rd (CR 266) project, from CenterPoint Road to Rattler Road, in Precinct 1 as part of the Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36756 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 2 WITH LJA ENGINEERING, INC. IN THE AMOUNT OF \$12,800 TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE DARDEN HILL/SAWYER RANCH ROAD INTERSECTION ROUNDABOUT PROJECT IN PRECINCT 4 AS PART OF THE HAYS COUNTY 2016 ROAD BOND PROGRAM AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(4).**

Dan Lyon made a public comment against the item. Commissioner Smith stated the acquisition of the property has had issues. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Change Order No. 2 with LJA Engineering, Inc. in the amount of \$12,800 to provide Right-of-Way Acquisition services for the Darden Hill/Sawyer Ranch Road Intersection Roundabout project in Precinct 4 as part of the Hays County 2016 Road Bond Program and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36757 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$45,000 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND WSB & ASSOCIATES, INC. FOR THE US 290 WEST AT TRAUTWEIN ROAD INTERSECTION PROJECT AS PART OF THE 2016 ROAD BOND PROGRAM.**



August 24, 2021

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$45,000 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

36758 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND PAPE DAWSON ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES RELATED TO IMPROVEMENTS TO BEBACK INN ROAD FROM CENTER POINT ROAD TO SH 123 IN PCT. 1.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement between Hays County and Pape Dawson Engineers to provide engineering design services related to improvements to Beback Inn Road from Center Point Road to SH 123 in Pct. 1. All present voted "Aye." MOTION PASSED.

36759 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL NO. 1 TO A STANDARD UTILITY AGREEMENT (SUA) IN THE AMOUNT OF \$161,000.00 WITH ENTERPRISE TEXAS PIPELINE LLC FOR THE RELOCATION OF EXISTING FACILITIES IN CONFLICT WITH THE FM 2001 WEST (SUNBRIGHT SECTION) SAFETY IMPROVEMENTS PROJECT FROM SH21 TO WHITE WING TRAIL IN PRECINCT 2 AS PART OF THE ROAD BOND PROGRAM.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Supplemental No. 1 to a Standard Utility Agreement (SUA) in the amount of \$161,000.00 with Enterprise Texas. All present voted "Aye." MOTION PASSED.

PLN-1658-PC; HOLD A PUBLIC HEARING TO DISCUSS FINAL ACTION REGARDING THE BOOKY T SUBDIVISION, LOT 1, REPLAT.

Judge Becerra opened the public hearing at 9:58 a.m. No comments were made. Judge Becerra closed the public hearing at 9:59 a.m. Commissioner Smith stated that the owners have requested changes and asked for no action to be taken. No action taken.

Clerk's Note: Judge Becerra called for a break that began at 10:00 a.m. and resumed back into open court at 10:03 a.m.

36760 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HAYS COUNTY AND MILLIMAN, INC. FOR ACTUARIAL SERVICES RELATED TO RETIREE DRUG SUBSIDY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. All present voted "Aye." MOTION PASSED.

36761 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.

Discussion was had among the court regarding the salary grievance committee. Mark Kennedy, General Counsel, selected the following names as public members: Sergio Maldonado, Brian Walsh, Kala Horadam, Lisa Cabello, Doris Wagner, Lindsey Gomez, Molly Beard, Phillip Kemink, Deborah Jacoby, Robert Young, Kimberly Shelly, Rafael Camarena, Taylor Sahley, George Peterson Jr., Clayton Destefano, Rodney Sparks, Jake Minniti Jr., Charlene Martinez, Breanna Randolph, Cheryl Moreland, Esequiel Gil, Sierra Loera, John Esquivel Jr., Sean Welch, Garrett Burgess, Jose Garza, Jaime Mancillas, Eric Garza, Jennifer Gaines, and Jerry Buchanan Jr. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to create the Hays County Salary Grievance Committee for the remainder of the fiscal year pursuant to Chapter 152 of the Local Government Code. All present voted "Aye." MOTION PASSED.



August 24, 2021

36762 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$400,000 FOR ACTIVITIES IN RELATION TO THE COVID-19 HEALTH DISPARITIES GRANT PROGRAM AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of a contract with the Department of State Health Services (DSHS) in the amount of \$400,000 for activities in relation to the COVID-19 Health Disparities Grand Program and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36763 DISCUSSION AND POSSIBLE ACTION TO APPROVE AN AGREEMENT BETWEEN HAYS COUNTY AND TEXAS STATE UNIVERSITY FOR COSTS RELATED TO THE TYLER TECHNOLOGIES' NEW WORLD COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) NECESSARY FOR OPERATIONS OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER (CECC).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve an agreement between Hays County and Texas State University for costs related to the Tyler Technologies' New World Computer Aided Dispatch (CAD) and Records Management System (RMS) necessary for operations of the Combined Emergency Communications Center (CECC). All present voted "Aye." MOTION PASSED.

36764 1:00 P.M. -HOLD A PUBLIC HEARING ON THE FY 2022 HAYS COUNTY PROPOSED BUDGET.

Judge Becerra opened the public hearing at 1:01 p.m. Christine Terrell made a public comment in favor of a public defender's office. Sam Benavides made a public comment in favor of a public defender's office. Eric Martinez made a public comment in favor of a public defender's office. Larry Tim Bauerkemper made a public comment in favor of a public defender's office. Steven Jackobs, Executive Director of Capital Idea, made a public comment requesting more funding for Capital IDEA. Tania Santiago Leon made a public comment advocating for Capital IDEA. Vickie Dorsett, First Assistant Auditor, gave an update to the court of what is still needed to finalize the budget. Regrade requests recommended by Shari Miller, Human Resources Director, were reviewed by the court. Discussion was had regarding Public Defender's office funding and the use of American Recovery Plan (ARP) funds.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to earmark up to \$5 Million of the ARP money towards the roadmap of the development of the Public Defender's office for Hays County out of the countywide budget. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the H.R. recommendations for regrades as presented to the court with an addition of the building maintenance regrades. All present voted "Aye." MOTION PASSED.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to capture the recommendations of the market analysis performed by Human Resources, for implementation, deleting the individualized department presentation increases, totaling up to \$1.4 Million which includes the 2% COLA and 2% merit, effective 10/1/2021. All present voted "Aye." MOTION PASSED.

Britney Richey, Hays County Treasurer, asked for direction from the court for implementing the cost of living and merit increases. She suggested changing the 2% split between COLA and merit to a full 4% merit increase. An amended motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to give an effective date of 08/31/2021 for the implementation of the market analysis. This does not include Elected Officials, Collective Bargain Agreement employees, funds that are not part of the pool as of 08/31/2021 and does not include temporary employees or interns. All present voted "Aye." MOTION PASSED

The court discussed the District Court's request for salary structure for the bailiffs. The District Court presented an MBS (merit base step) six plan. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to place the bailiffs in the Deputy Constable pay structure with the same hourly rate and placed in the step that coincides with their years of service in the District or County Courts. Motion rescinded. No action taken.

The court discussed social services requests from PALS, Friends of Family Justice Center, Child Protective Board and Capital IDEA. A motion was made by Commissioner Shell, seconded by Commissioner Jones to make the contribution to Friends and Family permanent for \$45,000.00; in support of Child Protective Board Assistant in the amount of is \$27,554; in support of PALS for \$4,375.00; in support of increase to Capital IDEAs from \$30,000.00 to \$50,000.00. All present voted "Aye." MOTION PASSED



August 24, 2021

Vickie Dorsett, First Assistant Auditor, stated the court could skip the Constables, Elected Officials and Justice Clerks regrades. She stated if they could decide on Elected Officials today there would not be a need for further discussion. Judge Becerra asked the court their stance on this matter. Commissioner Shell stated an increase is not a priority in this budget. Commissioner Ingalsbe stated the same. This is the same for Constable increases. The Justice Clerk regrades were included in the HR recommendation with exception of the one position requesting a 12% increase. Regarding leased vehicles, Vickie Dorsett stated equity could be used. Judge Becerra asked how much equity and Vickie Dorsett stated she is waiting on an analysis. She believes it will be about \$250,000.00. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to set aside funds for 9 law enforcement equipment costs and allocate once final numbers are received. All present voted "Aye." MOTION PASSED**

The court discussed the Constables' request for replacement of Surface Pros. Commissioner Shell stated he would like to see the I.T. Department help the Constables' offices make the Surface Pros last longer first. No action taken.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve one bailiff Deputy for Precinct 1, one Constable Deputy for Precinct 3 and one Constable Deputy for Precinct 2 with equipment effective 4/1/2022. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve one GIS Specialist to start 10/01/2021, one Environment Health Specialist to start 01/01/2022 and one Planning Technician to start 04/01/2022. All present voted "Aye." MOTION PASSED

Vickie Dorsett spoke to the court regarding the Spanish speaking stipend. She stated Shari Miller asked for more time to review. No action taken.

Elaine H. Cardenas, County Clerk, spoke on re-grading the Administrative Assistant I positions due to the additional tasks they have taken on. Shari Miller, Human Resources Director, stated this was not submitted as an initial requests and would like more time to review. Commissioner Shell stated the continuing education funds will remain the same, but any needs can be brought back to the court during the year for review. Commissioner Shell asked to budget funds for chair replacements. Shari Miller stated the chairs could also be replaced for ergonomic issues. The second Deputy Clerk II position will begin 04/01/2022. **A motion was made by Judge Becerra, seconded by Commissioner Shell to use Records Management funds to approve the start date of 10/01/2021 for the Deputy Clerk II position. All present voted "Aye." MOTION PASSED**

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to approve the Assistant Fire Marshall position with a start date of 04/01/2022 and uniform. All present voted "Aye." MOTION PASSED

The court discussed the District Clerk's request of two new positions for the new court. Commissioner Shell stated the court will be created September 1st, but a Judge may not be appointed immediately. He stated there would be time to review for the FY23 Budge. No action taken.

The court discussed the request for four additional staff members from the IT Department. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve a grade 113 position with a start date of 04/01/2022 with equipment; Jeff McGill, IT Director, to bring back the item if needed to decide which position will be created. All present voted "Aye." MOTION PASSED**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve a Mental Health Counselor position for one year using ARP funds with the understanding they will come back next year to review. All present voted "Aye." MOTION PASSED

The court discussed the Sheriff's Office request to remove four deputy positions for nine civilian positions with equipment. Commissioner Shell stated he would like to wait for the number of inmates in the fall or winter. No action taken.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve two new positions: one grade 115 – Specialty Court Manager and one grade 114 – Case Manager for the Mental Health Court from the ARP funds. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Shell, seconded by Commissioner Smith to change the Grant Analyst start date to 10/01/2021 and delay the vacant Senior Financial Analyst start date to 02/01/2022. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve the replacement of three laptops for the Human Resources department. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the use of reserves to approve rotary lifts for the Sheriff's Office in the amount of \$18,500.00 as a one-time expense. All present voted "Aye." MOTION PASSED



August 24, 2021

The court discussed the request for a new bailiff in the District Courts. Commissioner Shell stated with two vacancies, it would be best to fill before creating a new position. No action taken.

Vickie Dorsett, First Assistant Auditor, stated if four deputy positions were removed from and one new civilian position was added to the Sheriff's Office, there would be a savings of \$107.00. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the Sheriff's office request to add one Budget Coordinator effective 04/01/2022, one HR Payroll Specialist effective 04/01/2022, two Records Management Officers effective 04/01/2022, one new Criminalist and one new Strategic Analysts Supervisor effective 04/01/2022. All present voted "Aye." MOTION PASSED**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the amount of \$878,000.00 for the Inmate Detention contract. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the District Attorney's request for an increase for a Court Chief's stipend using drug forfeiture funds. All present voted "Aye." MOTION PASSED

The court discussed the Transportation Department's requests for a new road crew. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the Transportation Department's request for a Customer Service representative. All present voted "Aye." MOTION PASSED**

Clerk's Note: Judge Becerra called for a break that began at 3:58 p.m. and resumed back into open court at 4:43 p.m.

Commissioner Shell spoke on and identified the positions in need for the budgeting and creation of the Pre-Trial Services Department. Commissioner Shell stated he wanted to move the positions, not individuals. The funds will be credited back to the General Fund and the court will then use ARP funds for the next three years because the Pre-Trial office is in direct relation with COVID-19. The department would be under direction of Commissioners Court, but Commissioner Shell stated he would like to come back to establish an advisory body to oversee the department. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve using ARP funds to establish a Pre-Trial Services office with three positions at grade 111, one Director of Pre-Trial Services at grade 116 and one Admin at grade 110 with an operating expense with \$100,000.00. All present voted "Aye." MOTION PASSED**

A discussion was had regarding renovations of the old jail facility. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to identify \$2 Million in reserve to be earmarked for capital improvement and renovations of the existing L.E.C. All present voted "Aye." MOTION PASSED**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve two rollovers of funds from 2021 to 2022 in the amounts of \$750,000.00 and \$255,000.00. All present voted "Aye." MOTION PASSED

Vickie Dorsett, First Assistant Auditor, stated the action for the Pre-Trial services, using ARP funds, frees up \$175,080.00 in the General Fund. Commissioner Shell stated the funds could be used to fund staff for the Budget Office. The court discussed the location of the Budget Office. **A motion was made by Judge Becerra, seconded by Commissioner Shell to earmark \$190,000.00 for the creation of the Budget Office. All present voted "Aye." MOTION PASSED**

Vickie Dorsett, First Assistant Auditor, stated there is now a credit of \$75,187.00 that could be placed in county contingencies or be utilized on September 21st at the next meeting. Commissioner Smith stated he would like to keep that money in reserves. Commissioner Jones asked what a 5% increase for department heads would do to the budget. The court further discussed a salary increase for elected officials, including alternative rates. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a salary increase of 4% for Elected Officials including Commissioners Court members, excluding County Court at Law Judges. Commissioner Ingalsbe and Commissioner Jones voted "Aye". Commissioner Shell, Commissioner Smith and Judge Becerra voted "No." MOTION FAILED.**

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve a salary increase of 4% for Elected Officials excluding Commissioners Court and County Court at Law, at base pay. All present voted "Aye." MOTION PASSED

Clerk's Note: Judge Becerra called for a break that began at 5:24 p.m. and resumed back into open court at 5:34 p.m.



August 24, 2021

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the changes for the FY22 Proposed Budget and set the FY22 salaries and allowances presented by the County Auditor's Office, including salaries and allowances of Elected Officials; set a Final Public Hearing to adopt the FY22 Budget and levy the taxes to be held on September 21, 2021, at 1:00 pm in the Hays County Commissioner Courtroom located at 111 E. San Antonio St. All present voted "Aye." MOTION PASSED

A motion was made by Commissioner Shell, seconded by Commissioner Jones to set the FY22 tax rate at .3867 cents as follows - .2383 General M&O rate, .1246 Debt rate and .238 Road and Bridge M&O rate. All present voted "Aye." MOTION PASSED

10:00 A.M. - BUDGET WORKSHOP REGARDING THE FY 2022 HAYS COUNTY BUDGET. POSSIBLE ACTION MAY FOLLOW.

Dan Lyon made a public comment regarding concerns about the county budget and spending. Britney Richey, Hays County Treasurer, gave a budget presentation on retiree benefits and recommended no changes. Gary Cutler, Hays County Sheriff, Mark Cumberland, Captain of Support Services Bureau, David Burns, Captain of Law Enforcement Bureau, and Shane Smith, Captain of Jail Operations, gave a budget presentation for the Sheriff's Office. There was a lengthy discussion among the court regarding inmate outsourcing.

Clerk's Note: Judge Becerra called for a break that began at 11:15 a.m. and resumed back into open court at 11:18 a.m.

Steve Thomas, District Court Administrator, gave a budget presentation for the District Court. Karen Brown, Board Member of the Hays County Child Protective Board, gave a budget presentation for the Child Protective Board. Shari Miller, Human Resources Director, gave a presentation on a salary market analysis conducted by the Human Resources Department. No action taken.

Clerk's Note: Judge Becerra called for a break that began at 12:11 p.m. Judge Becerra opted to begin Executive Session at 12:28 p.m. immediately after break and resumed back into open court at 1:00 p.m.

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.

No action taken.

EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE AUDITOR'S OFFICE HAYS COUNTY REGARDING THE USE OF FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 ALLOCATION. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

Clerk's Note Agenda Item #35 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. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average for the week of August 15-21, 2021, was 601, with a peak of 607 on August 21, 2021. The estimated cost for outsourcing inmates this week was \$74,120. The average number of outsourced males is 179 and females is 0. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Guadalupe, and Red River. No action taken.



August 24, 2021

Clerk's Note Agenda Item #37 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 #38 RE: UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 5:40 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 August 24, 2021.



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





AUGUST 27, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH 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
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
ELAINE H. CÁRDENAS

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Becerra called the meeting to order.

Clerk's Note: Commissioner Smith joined the meeting via TEAMS during Executive Session.

Clerk's Note: Executive Session began at 9:31 a.m. and resumed back into open court at 9:46 a.m.

36765 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 PROJECTROBOT. POSSIBLE DISCUSSION AND/OR ACTION IN OPEN COURT.

Commissioner Ingalsbe stated this will incentivize the establishment of a regional robotic commercial laundry facility with approximately \$6.5 million in added tax value and at least 100 added full-time jobs. Mark Kennedy, General Counsel, specified the tax value of the property as 25% in year one, 50% in year two, and 25% in year three, and the dollar amount contribution of \$83,359. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Chapter 381 Economic Development Agreement between Hays County and Whisper Industrial 2019 QOZB LLC, related to a commercial enterprise in Precinct 1 of Hays County as presented in Executive Session. All present voted "Aye." MOTION PASSED.

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 9:50 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 27, 2021.



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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the November 15, 2021 payroll disbursements in an amount not to exceed \$3,275,000.00 effective November 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the November mid month payroll disbursements not to exceed \$3,275,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 4 (Kissing Tree Development) Board of Directors for a two-year term expiring on December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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

Commissioner Shell currently serves on the TIRZ #4 Board (Kissing Tree), his current term expires on Dec. 31, 2021.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Commissioner Debbie Gonzales Ingalsbe to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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

Commissioner Ingalsbe currently serves on the TIRZ #5 Board (Downtown) and her current term expires on December 31, 2021.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the cancellation of the Hays County Commissioners Court on the following dates in 2022: January 11 and 25, February 8 and 22, March 1 and 15, April 5 and 19, May 3, 17 and 31, June 14 and 28, July 12 and 26, August 23, September 6, October 4 and 18, November 8 and 29, December 13 and 27.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 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

Dates presented for cancellation are due to upcoming Educational and Training Opportunities, Spring Break and the Primary and General Election.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the confirmation of the appointments of Leia Boggs as Reserve Deputy Constable and Travis Bertram as Deputy Constable in the Hays County Constable Precinct 1 Office, effective date November 2, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
- (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
- (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
- (d) A person commits an offense if the person:
- (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
- (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED:

N/A

AUDITOR REVIEW:

N/A

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-4977-UTL	CR 152/CR 151 (Bore & Trench)	Fiber & Gas (Centric & Universal)
TRN-2021-5057-UTL	CR 126 (Bore)	Centerpoint (Gas)
TRN-2021-5058-UTL	Bunton Ln (Bore)	Centerpoint (Gas)
TRN-2021-5063-UTL	Regal Oaks (Bore)	WTCPUA (Water)



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 11/15/2021 .

Utility Company Information:

Name: Universal Natural Gas and Centric Fiber

Address: 9750 FM 1488 Magnolia TX

Phone:

Contact Name: Nayely Gutierrez

Engineer / Contractor Information:

Name: Universal Natural Gas and Centric Fiber

Address: 9750 Farm to Market Rd 1488 Magnolia TX 77354

Phone:

Contact Name: Nayely Gutierrez

Hays County Information:

Utility Permit Number: TRN-2021-4977-UTL

Type of Utility Service: Natural gas and fiber optic

Project Description:

Road Name(s): Co Rd 152/Heidenreich Ln, Co Rd 151/Bunton Ln, , , , ,

Subdivision:

Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

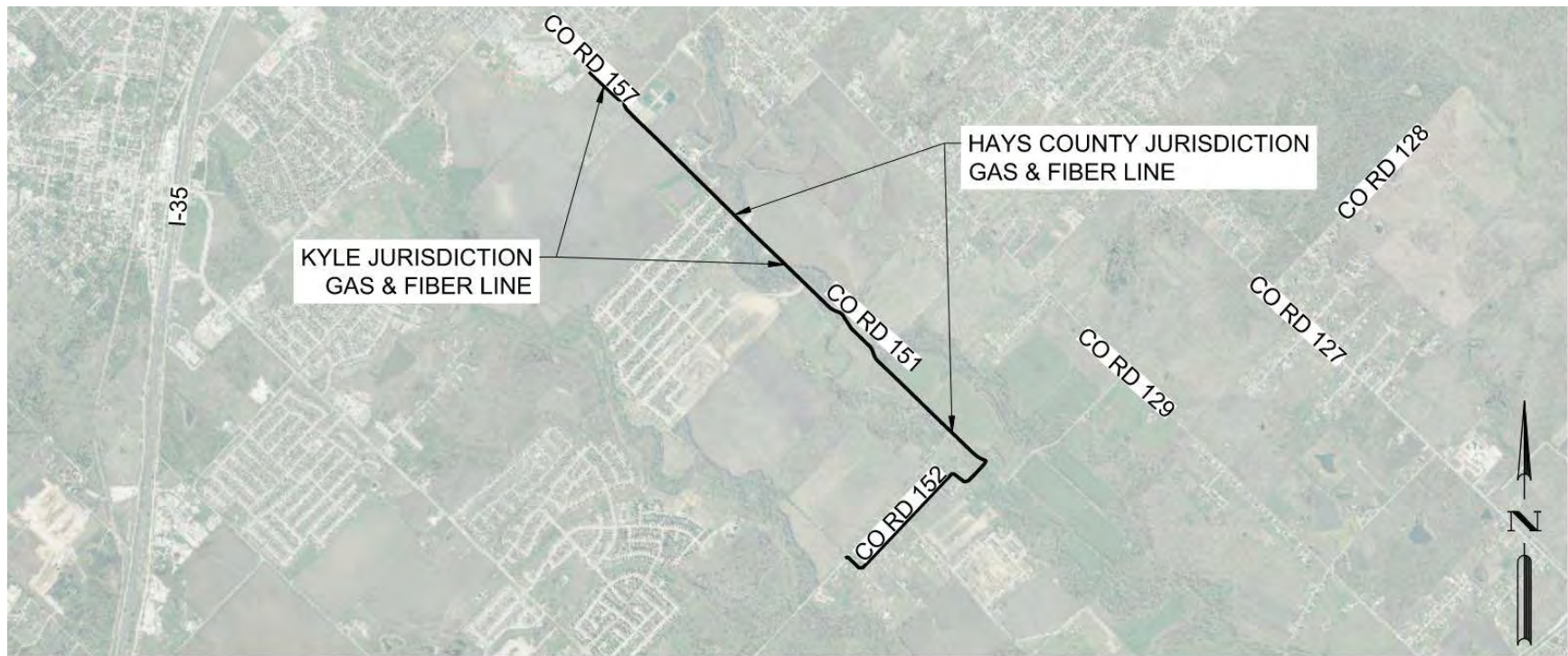
Engineering Technician

11/03/2021

Signature

Title

Date



LOCATION MAP

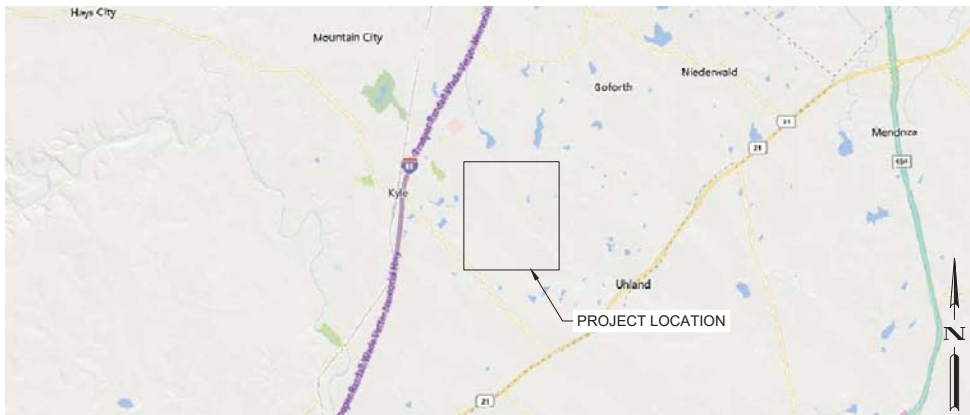
SCALE: 1" = 2000'

HOOKS GAS PIPELINE & CENTRIC FIBER TALAVERA

HAYS COUNTY PERMIT

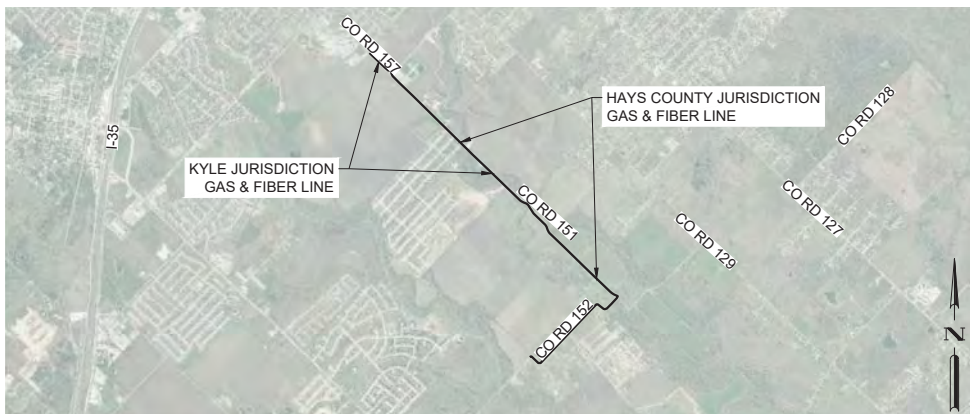
HAYS COUNTY, TEXAS

AUGUST 11, 2021



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: 1" = 2000'

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER & SHEET INDEX
2	GENERAL NOTES & LEGEND
3	PLAN STA:0+00 TO 24+50
4	PLAN STA:24+50 TO 41+50
5	PLAN STA:41+50 TO 60+50
6	PLAN STA:60+50 TO 86+50
7	PLAN STA:116+50 TO 140+50
8	PLAN STA:140+50 TO 151+30

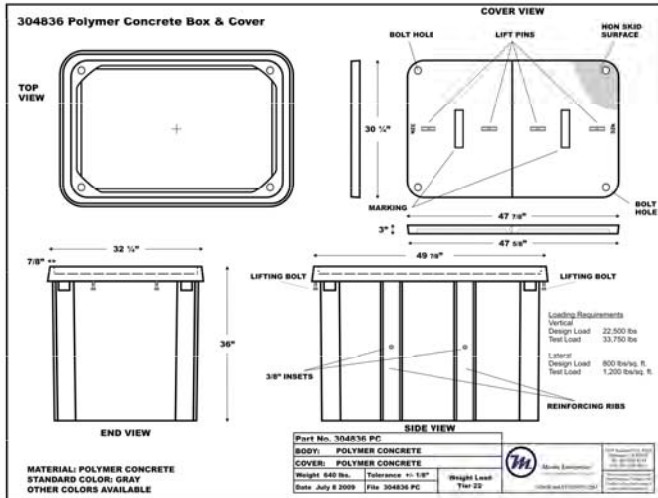
OFFICE LOCATION
9750 FM 1488
MAGNOLIA, TX 77354
CONTACT
RICHARD W. BARD JR., PE
PHONE: 281-252-6700
E-MAIL: RICHARD@TXGAS.NET



SHEET
1 OF 8

UTILITY INSTALLATION NOTES

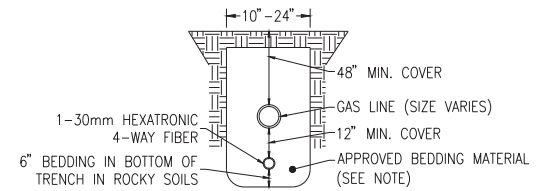
1. TOTAL DISTANCE = 12,130 L.F.
2. MAOP = 60 PSI
3. ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
4. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. GAS MAIN/SERVICES SHALL HAVE A MINIMUM 2-FOOT VERTICAL CLEARANCE FROM ANY OTHER UTILITY AT ALL CROSSINGS.
6. ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
7. GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS USING BUTTFUSION OR ELECTROFUSION PER THE INTENT OF THE PLANS.
9. ELEVATION AND PARCEL DATA SHOWN ARE DOWNLOADED FROM AVAILABLE GIS DATA AT THE TIME FROM HAYS COUNTY RECORDS, AND MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER WITH ANY DISCREPANCIES.
10. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM LAND OWNERS TO OPEN CUT DRIVEWAYS AND SHALL MAINTAIN ACCESS ACROSS THE DRIVEWAYS THROUGHOUT CONSTRUCTION.
11. BORE PIT SHALL BE APPROXIMATELY 8'X16'X16" IN DEPTH. CONTRACTOR MAY VARY THE SIZE AND DEPTH AS NECESSARY FOR CONSTRUCTION. SPOILS FROM THE PIT SHALL REMAIN ADJACENT TO THE PIT IT WAS EXCAVATED FROM AND PLACED IN SUCH A MANNER THAT DOES NOT IMPACT THE ROADWAY OR ADJACENT PRIVATE LAND.
12. CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO OBJECT MARKERS.
13. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TYPE AND MATERIALS TO BE INSTALLED AT POINTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING, AND EVERY 500 L.F. ALONG THE PIPELINE ALIGNMENT PER TAC 21.40.
14. CONTRACTOR SHALL ADHERE TO STANDARDS AND SPECIFICATIONS FOR THE INSTALLATION OF THE GAS MAIN WITH THE RAILROAD COMMISSION, TEXAS ADMINISTRATIVE CODE, AND THE UTILITY PROVIDER.
15. THE UTILITY PROVIDER WILL PLACE CONSTRUCTION STAKING SHOWING THE CONTRACTOR THE LOCATION OF THE EXISTING RIGHT-OF-WAY.
16. CONTRACTOR SHALL CONTACT TEXAS-811 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING UTILITIES.
17. WHEN BORING UNDER EXISTING DRIVEWAYS OR ROADS, CONTRACTOR TO BORE GAS AND FIBER UTILITIES SEPARATELY TO ENSURE 12" SEPARATION.
18. HANDHOLE TO BE INSTALLED APPROXIMATELY EVERY 1,000 FEET.



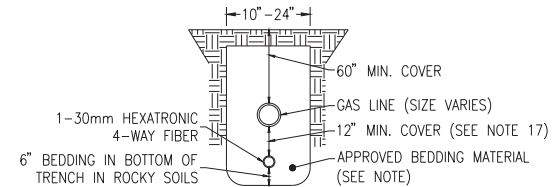
TYPICAL HANDHOLE DETAIL
SCALE: N.T.S.

LEGEND:

- PROPOSED 8" HDPE PIPELINE & 30MM FIBER
- RIGHT-OF-WAY / PROPERTY LINE
- PROPOSED SLICK BORE



TYPICAL GAS/FIBER TRENCH INSTALLATION DETAIL
SCALE: N.T.S.



TYPICAL GAS/FIBER BORE INSTALLATION DETAIL
SCALE: N.T.S.

NOTE:

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

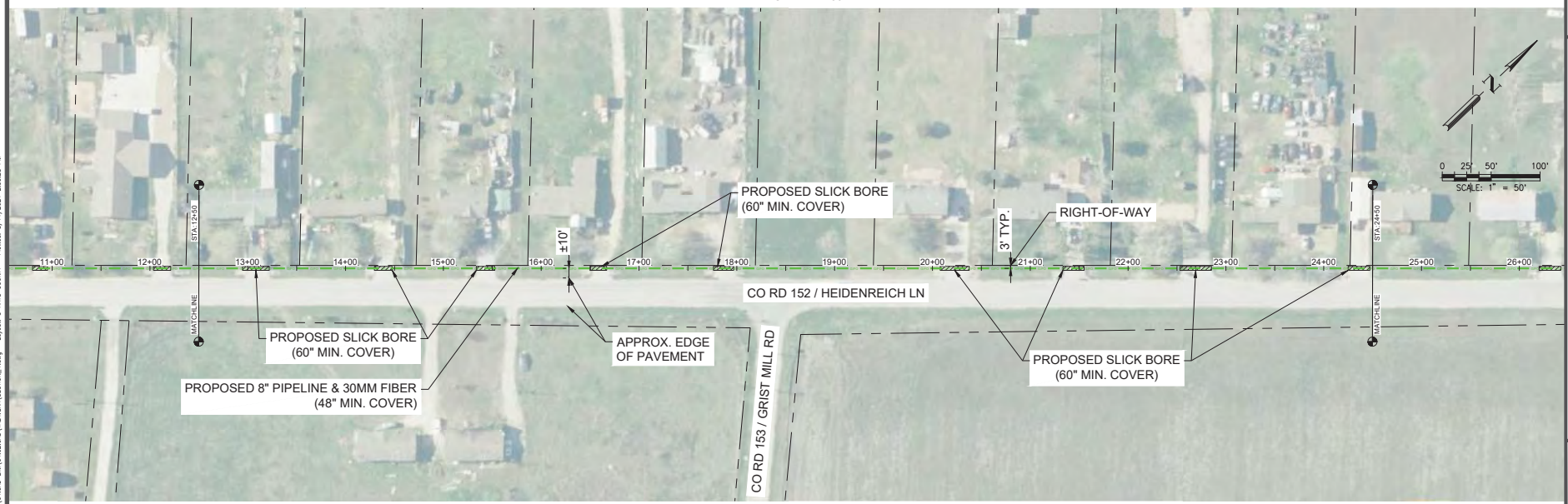


NO.	DESCRIPTION	DATE	APP.
1	DESIGNED BY: VN		
2	REVIEWED BY: ACL		
3	DRAWN BY: DTL		



PLAN VIEW - STA:0+00 TO 12+50

SCALE: 1" = 50'



PLAN VIEW - STA:12+50 TO 24+50

SCALE: 1" = 50'

X:\P21\210417\04-00_BMW\04-02-00\TAUGRA SECTION_1.dwg Layout: 3 11/11/2021 2:53:28 PM

DESIGNED BY:	VN
REVIEWED BY:	ACL
DRAWN BY:	DTL

DATE: APR
 DESCRIPTION:

HOOKS CENTRIC
 GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER
 PLAN STA:0+00 TO 24+50

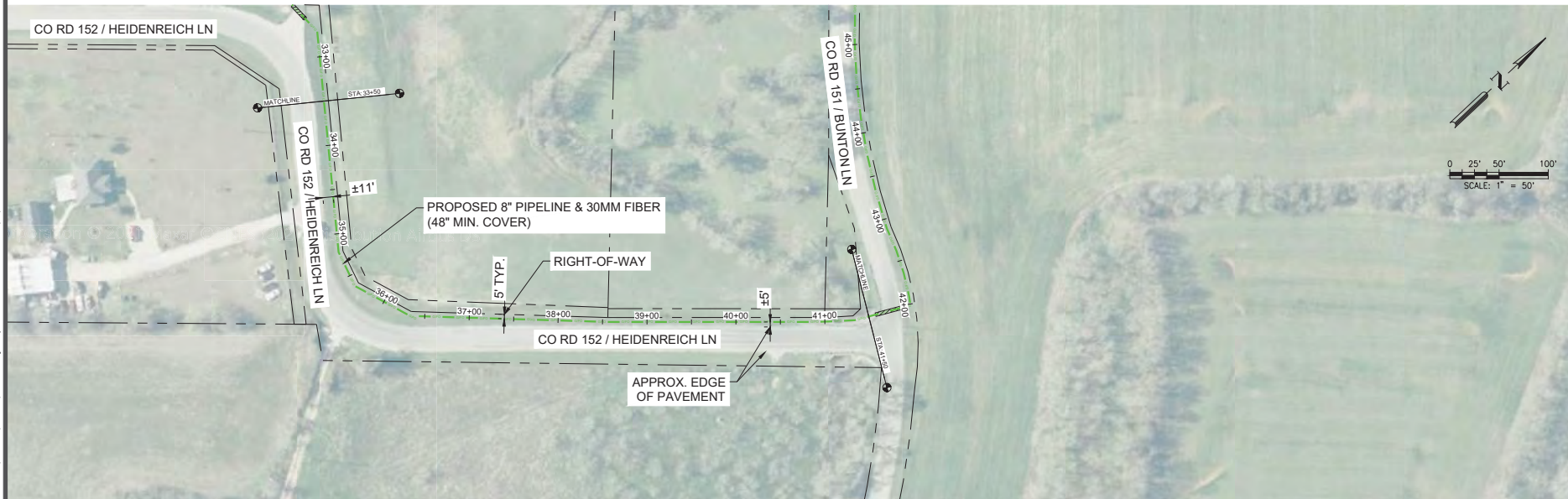
SHEET
 3 OF 8

DATE: 08/11/2021



PLAN VIEW - STA:24+50 TO 33+50

SCALE: 1" = 50'



PLAN VIEW - STA:33+50 TO 41+50

SCALE: 1" = 50'

X:\P21\210417\04-00_BMA\04-02-00\TAUGRA SECTION_1.dwg Layout: 4 HWS COUNTY Plotted: 8/11/2021 2:33:34 PM

DATE	APR
DESCRIPTION	
BY	
DESIGNED BY:	VN
REVIEWED BY:	ACL
DRAWN BY:	DTL

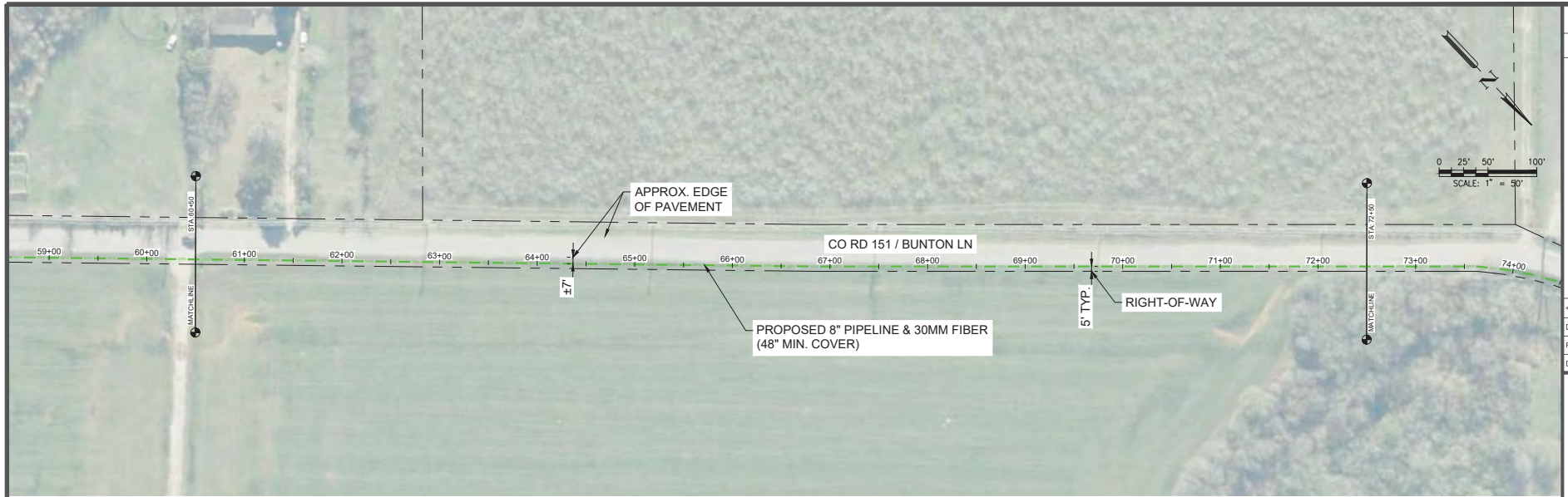
HOOKS CENTRIC
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER

PLAN STA:24+50 TO 41+50

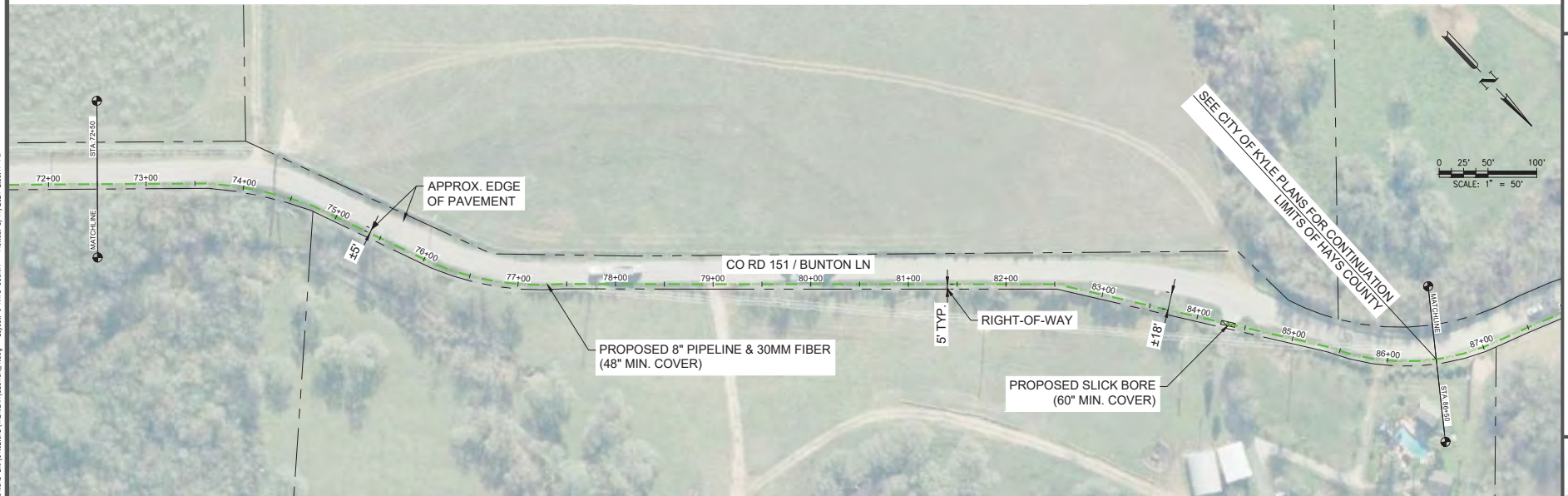
SHEET
4 OF 8

DATE: 08/11/2021



PLAN VIEW - STA:60+50 TO 72+50

SCALE: 1" = 50'



PLAN VIEW - STA:72+50 TO 86+50

SCALE: 1" = 50'

DATE: 08/11/2021

X:\P21\210417\04\00_BMW\04\02\00\ALABAMA SECTION_1.dwg Printed: 8/11/2021 2:54:47 PM Layout: 6 HAYS COUNTY

DESIGNED BY:	WN
REVIEWED BY:	ACL
DRAWN BY:	DTL

HOOKS CENTRIC FIBER

SEE CITY OF KYLE PLANS FOR CONTINUATION LIMITS OF HAYS COUNTY

HOOKS GAS PIPELINE & CENTRIC FIBER

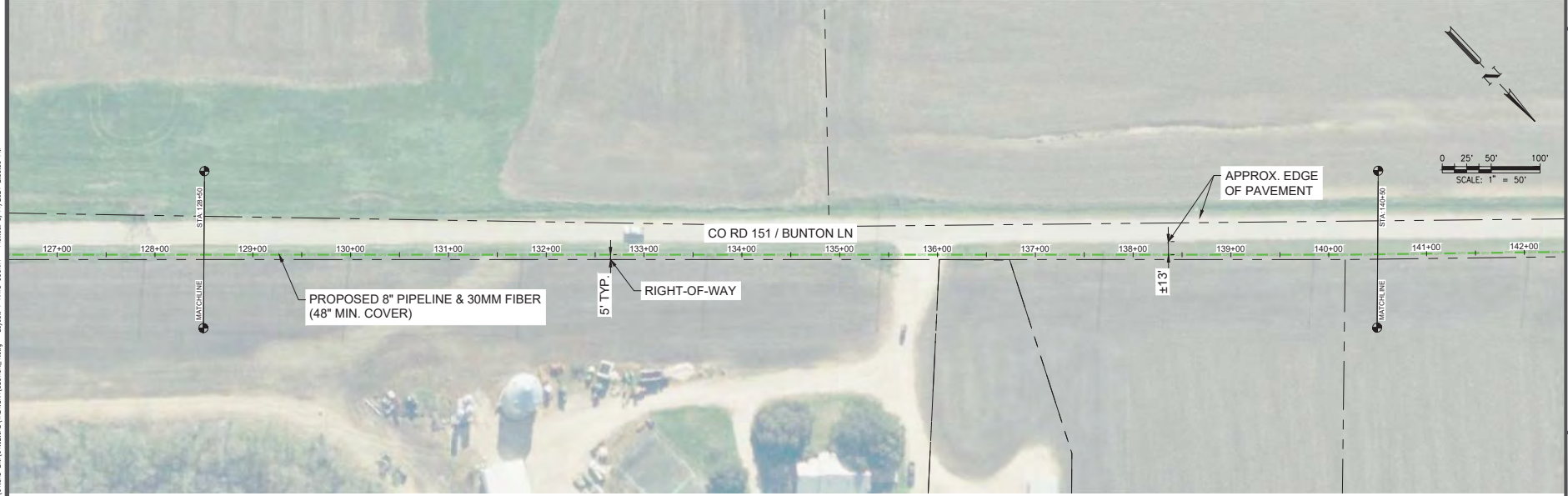
PLAN STA:60+50 TO 86+50

SHEET 6 OF 8



PLAN VIEW - STA:116+50 TO 128+50

SCALE: 1" = 50'



PLAN VIEW - STA:128+50 TO 140+50

SCALE: 1" = 50'

X:\P21\210417\04-00_BMW\04-02-00\TALENTA SECTION_1.dwg Layout: 7 HAYS COUNTY Plotted: 8/11/2021 2:53:53 PM

DESIGNED BY:	YN
REVIEWED BY:	ACL
DRAWN BY:	DTL

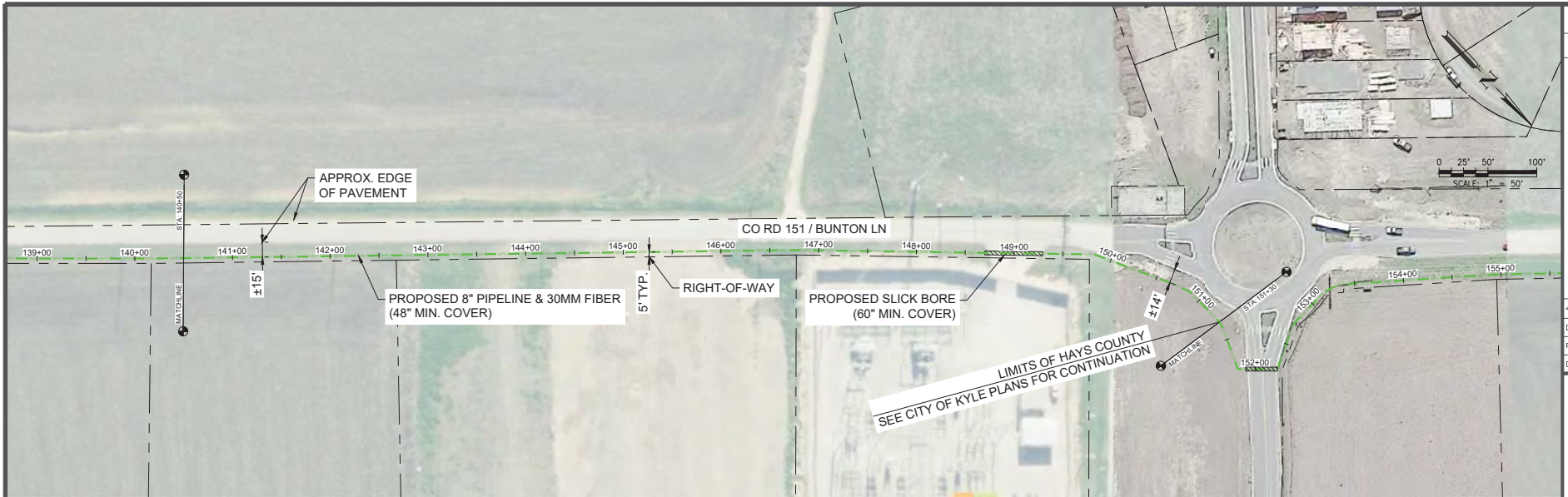
HOOKS CENTRIC FIBER
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER
PLAN STA:116+50 TO 140+50

SHEET 7 OF 8

DATE: 08/11/2021

X:\P21\210417\04\00_BNA\04.02\00\TALENTA SECTION_1.dwg Layout: 8 HAYS COUNTY Plotted: 8/11/2021 2:54:08 PM



PLAN VIEW - STA:140+50 TO 151+30

SCALE: 1" = 50'



SHEET
8 OF 8

DATE: 08/11/2021

HOOKS GAS PIPELINE & CENTRIC FIBER

PLAN STA:140+50 TO 151+30



DESIGNED BY: VN
REVIEWED BY: ACL
DRAWN BY: DTL

BY

DESCRIPTION

DATE

APP



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/1/2022 .

Utility Company Information:

Name: CenterPoint Energy

Address: 2730 S IH 35 New Braunfels TX

Phone:

Contact Name: Hugh Fitzwater

Engineer / Contractor Information:

Name: CenterPoint Energy

Address: 2730 S IH 35 New Braunfels TX 78130

Phone: 8306436902

Contact Name: Hugh Fitzwater

Hays County Information:

Utility Permit Number: TRN-2021-5057-UTL

Type of Utility Service: 8" & 4" IP PLA GAS LINE

Project Description:

Road Name(s): CR 126 (Rhode Rd), CR 157 (Goforth Rd), , , , FM 2001, ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

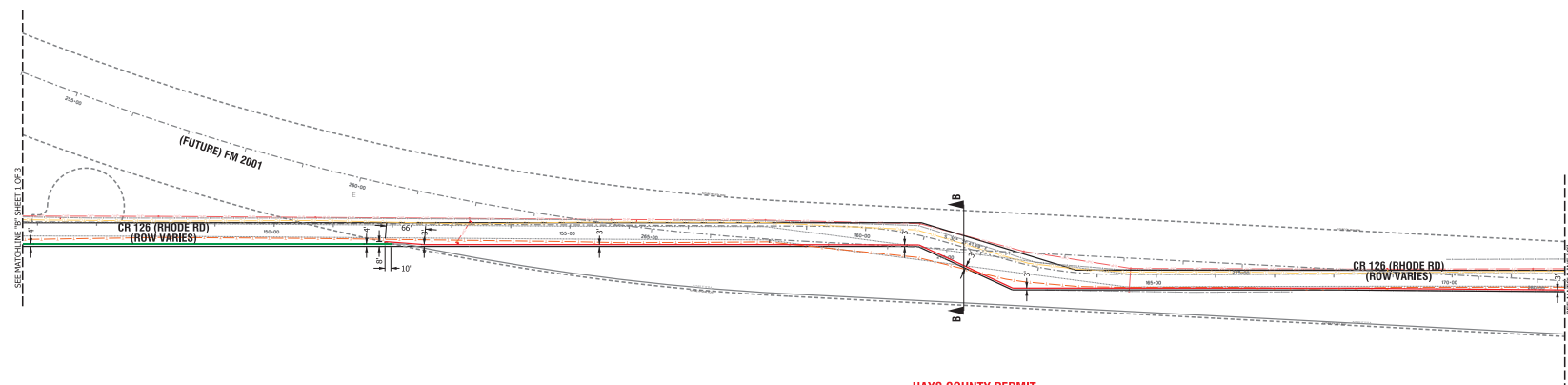
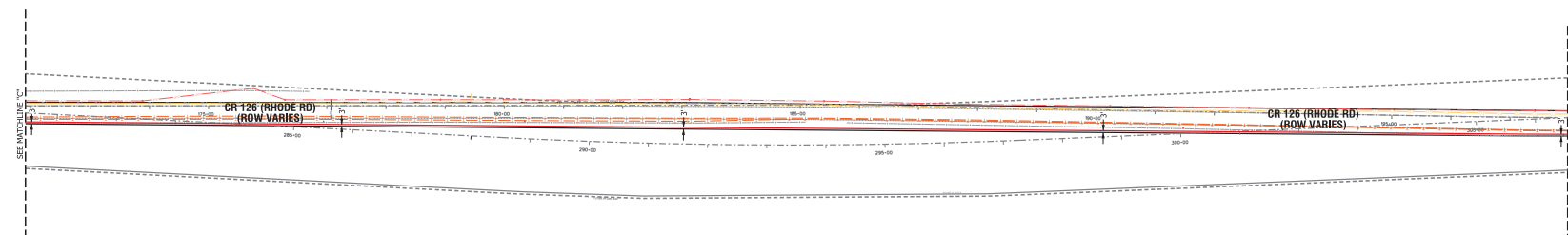
Engineering Technician

11/03/2021

Signature

Title

Date

[illegible]

PERMITS REQUIRED FOR CONSTRUCTION

☐ NO PERMITS REQUIRED

☐ TXDOT _____

☐ CITY: _____


☒ COUNTY: HAYS COUNTY

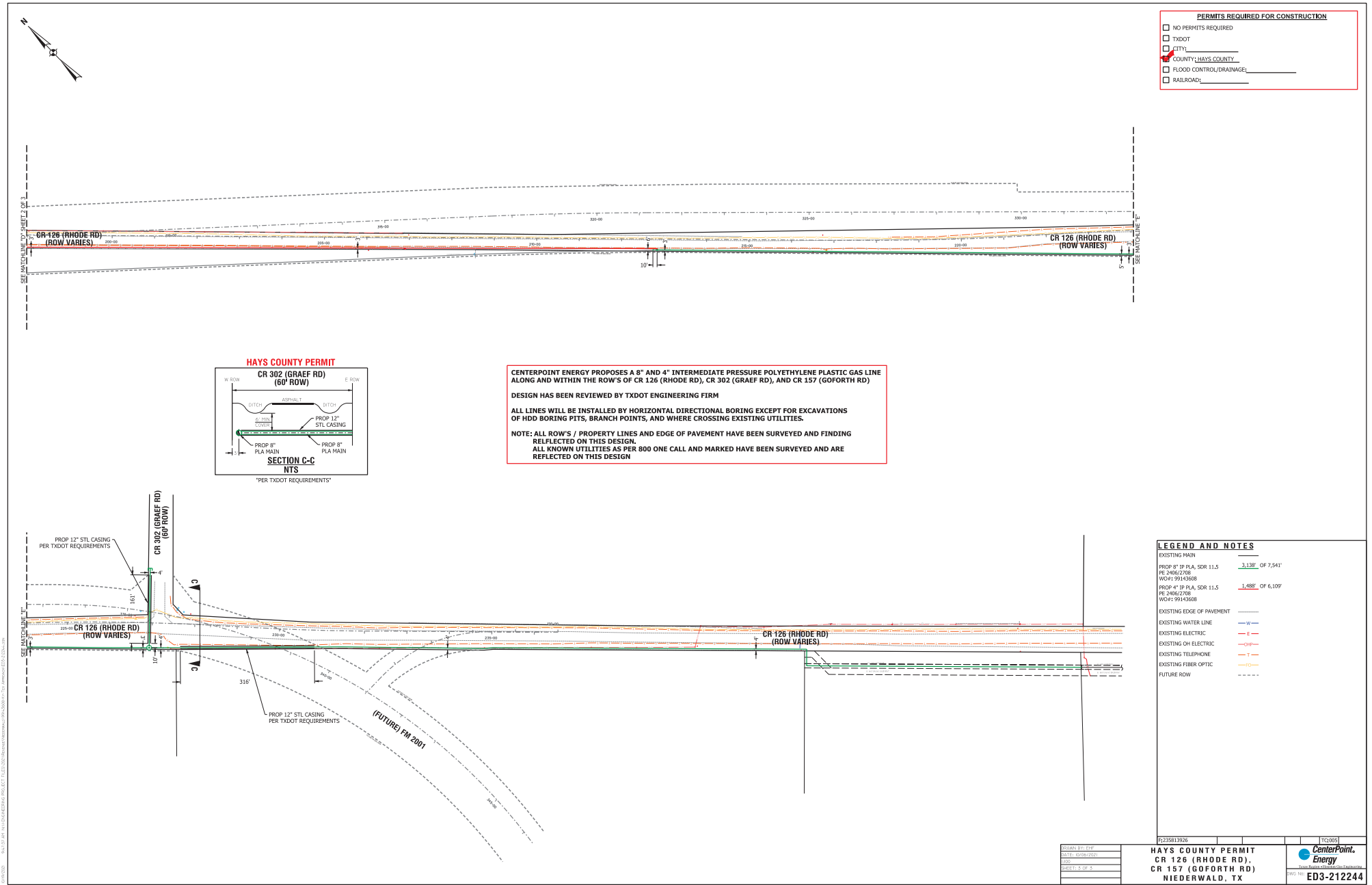
☐ FLOOD CONTROL/DRAINAGE: _____

☐ RAILROAD: _____

LEGEND AND NOTES

EXISTING MAIN	
PROP 8" IP PLA, SDR 11.5	— 627' — OF 7,541'
PE 2406/2708	
WOP 4" 59.5/58.08	
PROP 4" IP PLA, SDR 11.5	— 4,621' — OF 6,109'
PE 2406/2708	
WOP 4" 59.5/58.08	
EXISTING EDGE OF PAVEMENT	
—	
EXISTING WATER LINE	
— W —	
EXISTING ELECTRIC	
— E —	
EXISTING OH ELECTRIC	
— OH —	
EXISTING TELEPHONE	
— T —	
EXISTING FIBER OPTIC	
— F —	
FUTURE ROW	
- - - - -	

DRAWN BY: EHF DATE: 05/06/2021 JJC SHEET: 2 OF 3	F:\235813926 HAYS COUNTY PERMIT CR 126 (RHODE RD), CR 157 (GOFORTH RD) NIEDERWALD, TX	TC:005  CenterPoint. Energy <small>Trans. Reg. - Electric Gas Transmission</small> DWG NO: ED3-21224
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10/20/2023 9:42:17 AM: HAYS COUNTY PERMIT - PROJECT: FUTURE GAS LINE INSTALLATION - 212244 - 10/20/2023 9:42:17 AM: HAYS COUNTY PERMIT - PROJECT: FUTURE GAS LINE INSTALLATION - 212244



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 1/3/2022 .

Utility Company Information:

Name: Centerpoint Energy

Address: 1111 Louisiana St Houston TX

Phone:

Contact Name: Adriana Tran

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name: TBD

Hays County Information:

Utility Permit Number: TRN-2021-5058-UTL

Type of Utility Service: polyethylene plastic pipe

Project Description:

Road Name(s): Bunton Ln, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

Engineering Technician

11/03/2021

Signature

Title

Date

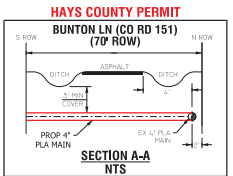


TXRRC CONSTRUCTION NOTIFICATION REQUIRED:
CONTRACTOR TO NOTIFY CIP OF CONSTRUCTION START DATE 30
DAYS PRIOR TO CONSTRUCTION, PLEASE SEND CONSTRUCTION
NOTIFICATION TO TXRRCNOTIFICATION@CENTERPOINTENERGY.COM

PRELIMINARY

GAS STAKING	
JOB NO.:	BY: _____ DATE: _____
ESMTS. DES. BY:	ESMT, DOCUMENTS:
MONUMENTATION FND:	PLAT DISTS, CHK, RD:
ESMTS. NEEDED AT:	
NON-STD. STAKING:	REASON:

PERMITS REQUIRED FOR CONSTRUCTION	
<input type="checkbox"/> NO PERMITS REQUIRED	
<input type="checkbox"/> TXDOT	
<input type="checkbox"/> CITY	
<input checked="" type="checkbox"/> COUNTY: HAYS	
<input type="checkbox"/> FLOOD CONTROL/DRAINAGE	
<input type="checkbox"/> RAILROAD	



- GENERAL NOTES:**
1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
 2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
 3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
 4. CONTACT DESIGNER (ADRIANA TRAM AT 713-207-5335) WITH ANY NECESSARY FIELD CHANGES.
 5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE. PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL, ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
 6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSURE ALL TAP WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION CS-8-L-330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
 7. FOR 12" PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-8-L-220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
 8. ALL SERVICE LINES MUST HAVE AN EPV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EPV SIZING CHART. *CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
 9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (DOE FELLMAN AT 713-967-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
 10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
 11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
 - A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
 - B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
 - C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
 - D. USE #8 TRACER WIRE AS NEEDED FOR LARGER GAVOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

LEGEND AND NOTES	
EXISTING MAIN	
PROP 2" IP PLA, SDR 11.0	5.080'
PE 2708	
WOR#1: 100136171	
PROP 4" IP PLA, SDR 11.5	
PE 2708	770'
WOR#1: 100136171	
PROP 54" ZINC ANODE	
PROP MARKER BALL	
GCOR#1: 47809	
STAKING REQUEST#1: 100136171	
P233413908	
G232817904	

CASSETTA RANCH
SECTION 3
KYLE, TX



PRG NO: **ED3-212630**

DESIGNED BY: ADRIANA TRAM	PLS 200-ESRS	RECOMMENDED BY:	DATE:	DESIGN BY: E. SULLIVAN	DATE: 04/18/2023
DATE NEEDED: 04/04/2023	ESTIMATED COST: \$			SCALE: 1/8"=1'-0"	
START DATE:	CONTRIBUTION: \$	APPROVED BY:	DATE:	SHEET: 1 OF 1	
ESTIMATED COMPLETE DATE:					
PURPOSE AND NECESSITY: TO SERVE 88 RESIDENTIAL LOTS (3.566 ACRES) IN KYLE, TX					

4/20/2023 9:40:53 AM C:\P\PROJECTS\2023\Projects\Casetta Ranch\Section 3\Drawings\ED3-212630.dwg C:\Users\Brianna\OneDrive\Documents\Brianna\Projects\2023\Projects\Casetta Ranch\Section 3\Drawings\ED3-212630.dwg



Hays County Transportation Department

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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 11/8/2021 .

Utility Company Information:

Name: WTCPUA

Address: 12315 Bee Cave Pkwy Bee Cave TX

Phone: 5129212566

Contact Name: Joey Sifuentes

Engineer / Contractor Information:

Name: WTCPUA

Address:

Phone: 5129137683

Contact Name: Reuben Ramirez

Hays County Information:

Utility Permit Number: TRN-2021-5063-UTL

Type of Utility Service: HDPE Water Service

Project Description:

Road Name(s): Signal Hill Road/Regal Oaks Dr, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

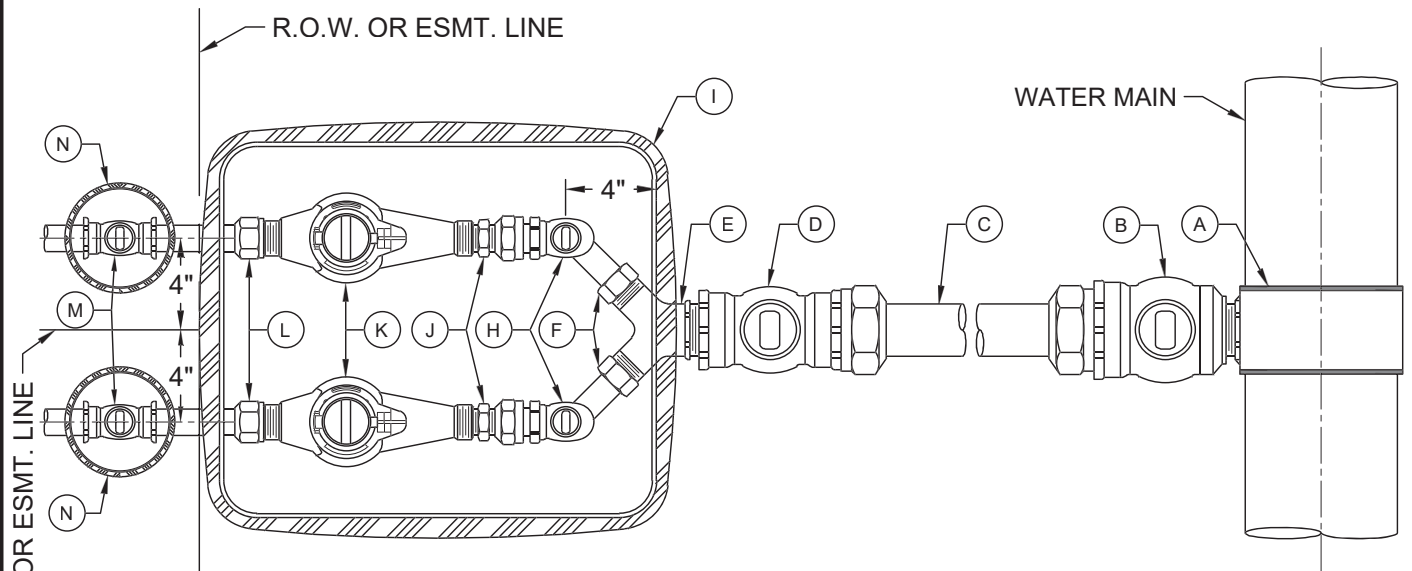
Engineering Technician

11/03/2021

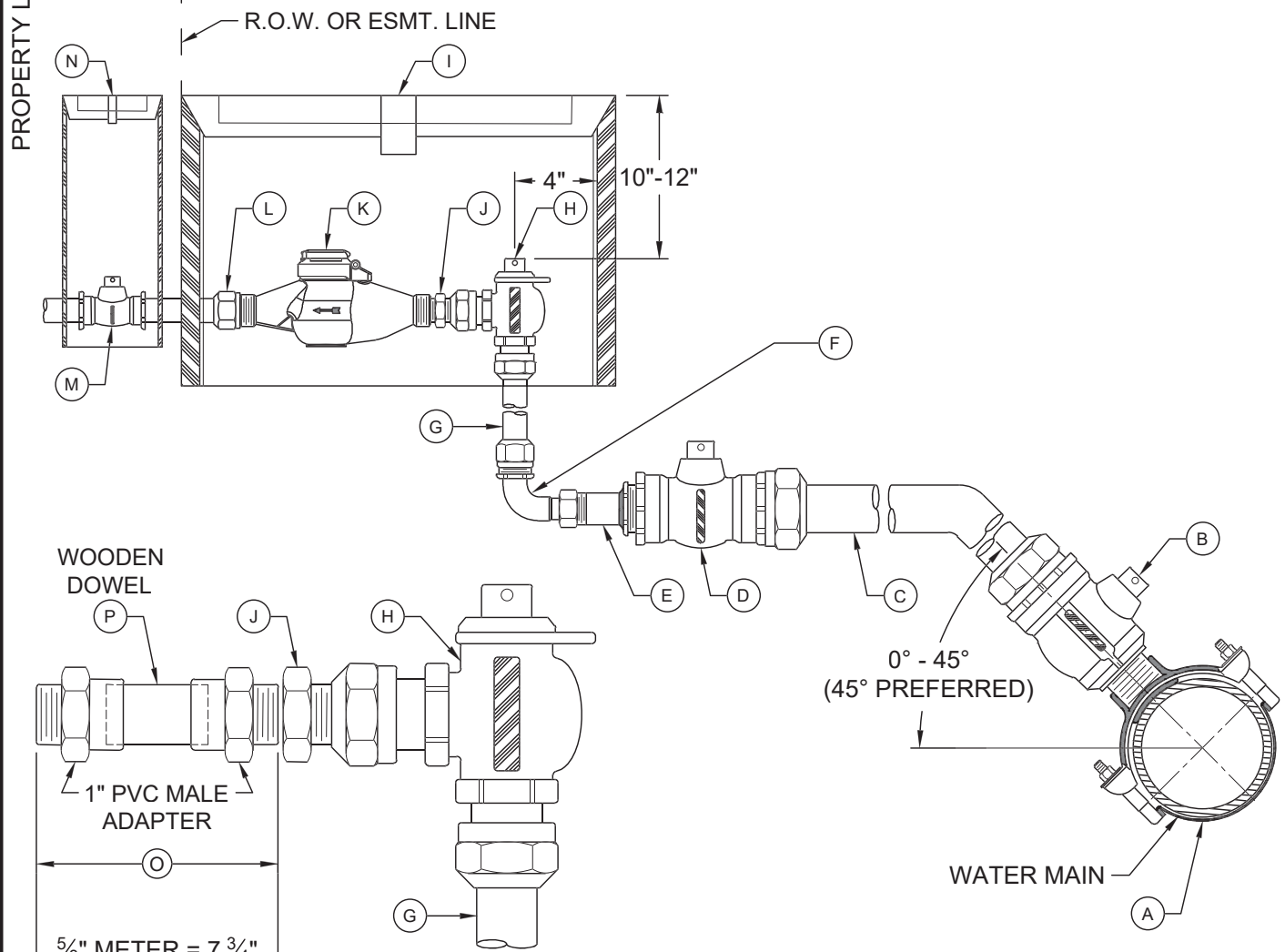
Signature

Title

Date



WATER SERVICE TAP PLAN VIEW



WATER SERVICE TAP PROFILE VIEW

<p>CITY OF AUSTIN AUSTIN WATER</p>	<p>WATER SERVICE & METER INSTALLATION - 1" & SMALLER METERS</p>	
<p>JEFF A. KYLE</p>	<p>08/16/2019 ADOPTED</p>	<p>THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.</p> <p>STANDARD NO. 520-AW-01B 1 OF 2</p>

MATERIALS LIST:

- A. 2" SERVICE CLAMP, SPL WW-264
- B. 2" CORPORATION STOP, SPL WW-68
- C. 2" HDPE WATER SERVICE TUBING, SPL WW-65
- D. 2" BALL VALVE, SPL WW-68
- E. SINGLE SERVICE: 2" MIP X 1" COPPER FLARE FITTING, SPL WW-68 OR
DOUBLE SERVICE: 2" MIP X 1" COPPER FLARE WYE, SPL WW-68
- F. 1" SWIVEL NUT x 1" COMPRESSION 90° BEND, SPL WW-68
- G. 1" HDPE WATER SERVICE TUBING, SPL WW-65
- H. 1" ANGLE METER STOP, SPL WW-68
- I. METER BOX AND LID, SPL WW-145A;
FOR DUAL 1" METERS: USE TWO SINGLE METER BOXES

MATERIALS TO BE INSTALLED BY PLUMBER:

- J. BRASS METER BUSHING - SIZE AS NEEDED TO CONNECT ANGLE METER STOP TO METER
- K. WATER METER PURCHASED FROM AUSTIN WATER
- L. BRASS WATER METER COUPLING MALE IPT x SWIVEL COUPLING NUT:
5/8" AND 3/4" METERS: 8 1/2" LONG x 3/4" DIA.
1" METERS: 8 1/2" LONG x 1" DIA.
- M. PROPERTY OWNER'S CUT OFF VALVE, SPL WW-276
- N. PROPERTY OWNER'S CUT OFF VALVE BOX AND LID
- O. TEMPORARY METER SPACER (REQUIRED TO ASSURE METER WILL FIT APPROPRIATELY)
- P. 1" WOODEN DOWEL (SHOW ADDRESS ON DOWEL USING WATERPROOF MARKER)

NOTES:



- 1. SERVICE CLAMP SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM, SPL WW-27D.
- 2. BRANCH CONNECTIONS AND ALL ANGLE METER STOPS MUST BE INSTALLED PRIOR TO ANY METER INSTALLATION.
- 3. TOP OF METER BOXES SHOULD BE 4" ABOVE GROUND.
- 4. PIPING AND TUBING IN STREET RIGHT-OF-WAY SHALL BE BEDDED IN GRANULAR MATERIALS AS REQUIRED BY SECTION 510.3 (14) OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS; BACKFILL ABOVE GRANULAR BEDDING AS REQUIRED BY SECTION 510.3 (25).
- 5. METER BOX MUST BE BEHIND CURB NEXT TO PROPERTY LINE OR EASEMENT AND OUT OF VEHICULAR TRAFFIC AREA AND SIDEWALK.
- 6. BALL VALVE "D" SHALL NOT BE LOCATED UNDER SIDEWALK, CURB, OR PAVEMENT, AND NOT BE LOCATED MORE THAN 36" BELOW FINAL GRADE.
- 7. METER SIZES TO BE SHOWN ON PLANS.
- 8. METER BOX CUT OUTS SHALL NOT EXCEED TWO TIMES THE PIPE DIAMETER.
- 9. INSTALL METALLIC TRACER TAPE, SPL WW-597, MINIMUM 1' ABOVE TUBING FROM SERVICE CLAMP "A" TO BALL VALVE "D".
- 10. TUBING SHALL BE PLACED IN A STRAIGHT ALIGNMENT AND ALLOWED TO RELAX AND "SNAKE" LOOSELY IN THE TRENCH. TUBING BEHIND CURB AND GUTTER SHALL BE INSTALLED WITH A MINIMUM 2' DEPTH OF COVER.
- 11. 1" TUBING, WHEN BENT, SHALL HAVE A RADIUS NO SMALLER THAN 3'. 2" TUBING, WHEN BENT, SHALL HAVE A RADIUS NO SMALLER THAN 5'. BRASS FITTINGS SHALL NOT BE CONNECTED TO A BENT SECTION OF TUBING.
- 12. SOLID, TUBULAR STAINLESS STEEL INSERT STIFFENERS FOR HDPE TUBING SHALL BE USED AT ALL COMPRESSION FITTINGS. INSERT STIFFENERS SHALL BE FROM THE SAME MANUFACTURER AS THE COMPRESSION FITTING USED.
- 13. FOR RECLAIMED WATER SERVICES AND METERS, ALL RECLAIMED TUBING SHALL BE MANUFACTURED SOLID PURPLE, SPL WW-65A. ALL APPURTENANCES SHALL BE MANUFACTURED PURPLE IF AVAILABLE. ALL FITTINGS THAT ARE NOT AVAILABLE FROM THE MANUFACTURER IN PURPLE SHALL BE PAINTED PURPLE PER SPL WW-3C. ALL METER BOX LIDS SHALL BE PURPLE AND HAVE **"RECLAIMED WATER"** CAST INTO THEM, SPL WW-145A.

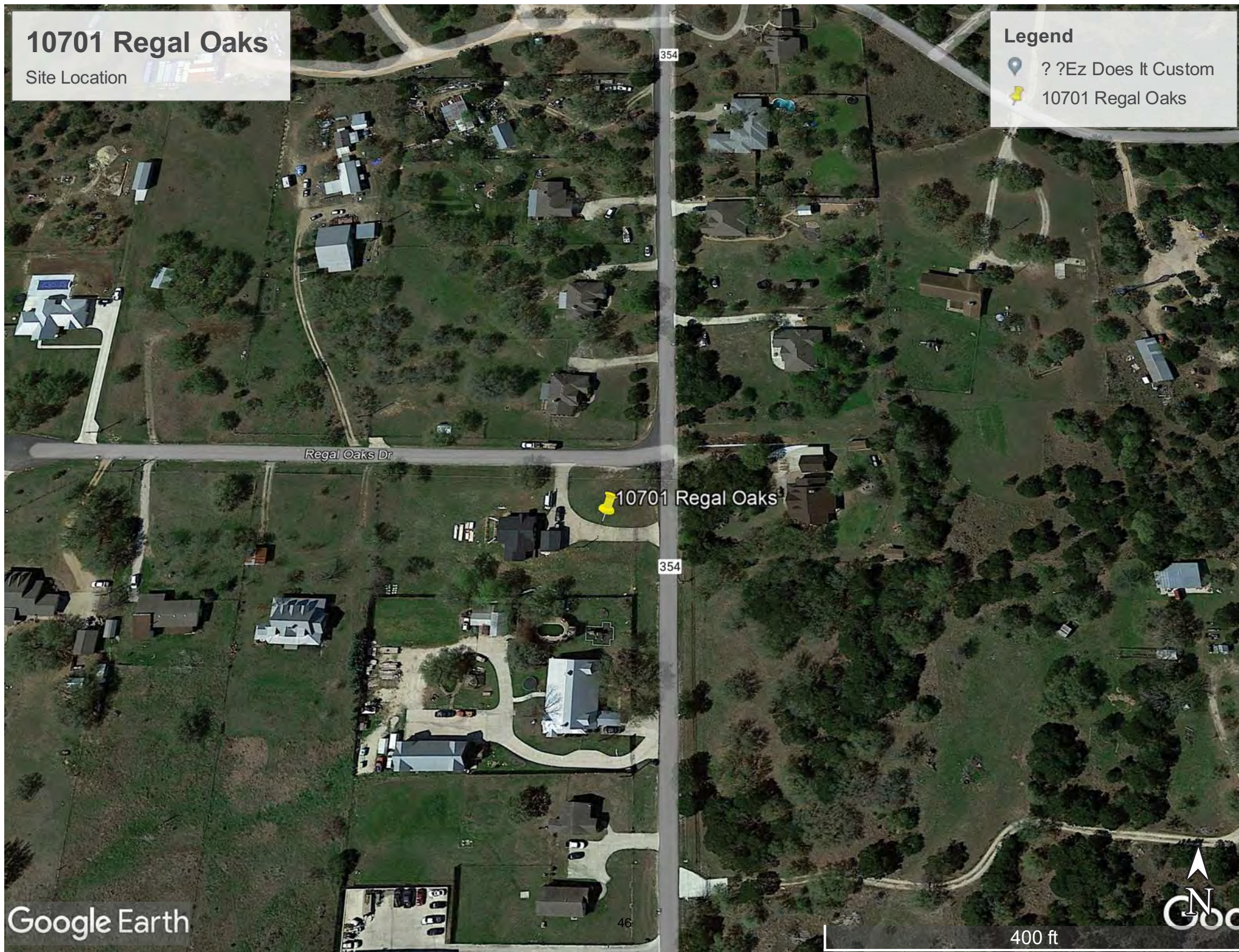
CITY OF AUSTIN AUSTIN WATER		WATER SERVICE & METER INSTALLATION - 1" & SMALLER METERS	
JEFF A. KYLE		THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE 45 USE OF THIS STANDARD.	STANDARD NO. 520-AW-01B 2 OF 2
08/16/2019 ADOPTED			

10701 Regal Oaks

Site Location

Legend

-  ? ?Ez Does It Custom
-  10701 Regal Oaks



Google Earth



400 ft



PROPERTY DESCRIPTION:

BEING A 1.287 ACRE TRACT OF LAND SITUATED IN THE RICHARD HALEY SURVEY, ABSTRACT NO. 224, HAYS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LU ANNE BEBEE AND JOE BEBEE, AS RECORDED IN INSTRUMENT NO. 17036017, DEED RECORDS, HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE COMMON WEST CORNER OF SAID BEBEE TRACT AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED AS TRACT THREE TO GLEN CAMDEN AND JESSICA CAMDEN, AS RECORDED IN VOLUME 3224, PAGE 776, SAID DEED RECORDS, SAID IRON ROD BEING ON THE EAST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO DAVID GARNER AND WIFE, RACHEL GARNER, AS RECORDED IN VOLUME 976, PAGE 497, SAID DEED RECORDS;

THENCE NORTH 00° 23' 00" EAST, PASSING A 1/2-INCH IRON ROD FOUND AT A DISTANCE OF 150.62 FEET AND CONTINUING A TOTAL DISTANCE OF 175.17 FEET TO A SET MAG NAIL AT THE COMMON NORTH CORNER OF SAID BEBEE AND GARNER TRACTS, SAID NAIL BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO LYNN-MARIE BONDS, AS RECORDED IN INSTRUMENT NO. 18008024, SAID DEED RECORDS, BEING IN REGAL OAKS DRIVE;

THENCE SOUTH 88° 45' 00" EAST, A DISTANCE OF 324.52 FEET ALONG SAID REGAL OAKS DRIVE AND THE COMMON LINE OF SAID BEBEE AND BONDS TRACTS TO A SET MAG NAIL AT THE COMMON EAST CORNER OF SAID BEBEE AND BONDS TRACTS, SAID NAIL BEING THE INTERSECTION OF SAID REGAL OAKS DRIVE AND SIGNAL HILL ROAD;

THENCE SOUTH 00° 23' 00" WEST, A DISTANCE OF 170.26 FEET ALONG SAID SIGNAL HILL ROAD TO A SET MAG NAIL AT THE COMMON EAST CORNER OF SAID BEBEE TRACT AND AFORESAID TRACT THREE, SAID NAIL BEING ON THE WEST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO GEORGE G. RODRIGUEZ AND MARY JO FROELICH, AS RECORDED IN VOLUME 306, PAGE 771, AFORESAID DEED RECORDS;

THENCE NORTH 89° 37' 00" WEST, PASSING A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT A DISTANCE OF 30.00 FEET AND CONTINUING A TOTAL DISTANCE OF 324.48 FEET ALONG THE COMMON LINE OF SAID BEBEE TRACT AND SAID TRACT THREE TO THE POINT OF BEGINNING AND CONTAINING 56,043 SQUARE FEET OR 1.287 ACRES OF LAND.

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48209C0137 F, DATED SEPTEMBER 2, 2005.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS, THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE PERSON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES:

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON IN THE RECORDED DEED.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN, FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE, UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

10701 REGAL OAKS DRIVE
CITY OF AUSTIN
HAYS COUNTY, TEXAS

GF#: 2039537-DRP

BORROWER: KAP INVESTMENTS, LLC,
REGAL OAKS SERIES

TITLE CO.: INDEPENDENCE TITLE

PREMIER JOB #: 20-05659

TECH: MSP

DATE: 07/30/20

REV.: 07/31/20

FIELD: AP

FIELD DATE: 07/29/20

CONCRETE

BRICK

ASPHALT

WOOD

STONE

GRAVEL

COVERED AREA

CM - CONTROLLING MONUMENT

WOOD FENCE

CHAIN LINK FENCE

WROUGHT IRON FENCE

BARB WIRE FENCE

R.R. TIE RETAINING WALL

BRICK WALL

STONE WALL

OVERHEAD TELEPHONE LINE

OVERHEAD ELECTRIC LINE

IRF - IRON ROD FOUND

IPF - PIPE FOUND

IRS - IRON ROD SET W/CAP

STAMPED "PREMIER SURVEYING"

WFCF - WOOD FENCE COR POST

Premier
SURVEYING, LLC
5700 W. Plano Parkway
Suite 1100
Plano, Texas 75093
Office 972-613-3601
Fax 855-892-0468
Firm Registration No. 10146208

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the submission of a grant application to the Texas Veterans Commission - Veteran County Service Officer
Funding in the amount of \$150,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	INGALSBE	N/A

SUMMARY

On November 3rd, Hays County submitted an application to the Texas Veterans Commission for continued funding for the Veterans County Service Office in the amount of \$150,000. These funds will provide salary for one individual as well as services provided by the Veterans County Service Office. Funding period will begin July 1, 2022 and will run for one year.

Grant Period: 7/1/2022 - 6/30/2023

Amount: \$150,000

No match is required

Attachments:

TVC FY22_Budget

Grant applications due Wednesday, November 3.



Fund for Veterans' Assistance

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Application- Hays County

Application ID AP-VSO-22-010	Applicant Organization Hays County	Status Submitted To Grantor	Application Deadline 11/03/2021 5:00 PM
Cloned Application ? false			

Overview

Opportunity

Announcement ID AN-VSO-22-001	Grantor Organization Texas Veterans Commision	ApplicationDeadline 11/03/2021 5:00 PM
Award Ceiling \$500,000	Award Floor \$5,000	Program Area (Do not change) Veterans County Service Officer (VCSO)

Application Overview

Application Title Hays County	Proposed Project Service Category Financial Assistance (VCSO-GA)	Service-Sub Category Assistive Technology;Mortgage, Rent & Utility Payments;Transportation Assistance;Child/Adult Care Services;Food Pantry Services;Restorative Dental Care
Is this proposed project a new FVA-funded project, an expansion of current FVA-funded services, or continuation of an existing FVA-funded project? Continuation	Financial Documents	Requested Amount 150000
Proposed Project Start Date 07/01/2022	Proposed Project End Date 06/30/2023	Project Coordinator
Submitted On 11/03/2021 11:29 AM		





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Applicant Organization

Organization Name:

Hays County

*EIN:

746002241

DUNS:

097494884

Address:

712 S. Stagecoach Trail, San Marcos Texas 78666, United States

Applicant Type

County Governments

Governing Body

County Commissioners' Court/County Judge

What is the organization's overall mission?

*What year was the organization established? Provide a brief history of your organization
Hays County was established in 1848.

*What types of programs/services does the organization currently provide to the community in the proposed service area?

*Are all listed services currently provided to veterans within the service area? If not, please specify which services are not available to veterans/dependents/surviving spouses.

*On average, how many veterans does the organization serve annually?

*What percentage of total clients served by the organization are veterans?

Hays County has established a Veteran Service Office (VSO) and a Veterans Treatment Court (VTC)

The VSO provides assistance to Veterans and their dependents through local, state, federal, and nonprofit programs. The office provides claims assistance, benefit eligibility, and help navigating the VA system.

The VTC diverts eligible veteran defendants from traditional criminal justice system to a specialized docket specifically crafted for their needs. It substitutes a treatment-based





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problem-solving model for
traditional court processing
and punishment.

Contacts			
Full Name	User Role	Email	Business Phone
Ruben Becerra	Signature Authority	judge.becerra@co.hays.tx.us	(512) 878-6677
Vickie Dorsett	Finance Officer / Accountant	vickie.dorsett@co.hays.tx.us	(512) 393-2273
Simone Corprew	Project Manager / Coordinator	grants@co.hays.tx.us	(512) 749-1161
Gerald Ramcharan	Project Manager / Coordinator	gerald.ramcharan@co.hays.tx.us	(512) 618-0474
Carmen Glover	Finance Officer / Accountant	carmen.glover@co.hays.tx.us	(512) 878-2857

Past Awards				
ID	ID	Award Title	Grantor Organization	Award Amount
AD-VSO20--00	PG-VSO_20-0001	Hays County Assistance to Veterans	Texas Veterans Commission	\$100,000.00
AD-VSO21--05	PG-VSO-21-0001	Hays County Assistance to Veterans	Texas Veterans Commission	\$100,000.00
AD-VTC19--27	PG-VTC_19-0001	Hays County Veterans Treatment Court	Texas Veterans Commission	\$250,000.00
AD-VTC20--11	PG-VTC_20-0001	Hays County Veterans Services	Texas Veterans Commission	\$0.00
AD-VTC21--12	PG-VTC-21-0001	Hays County Veterans Services	Texas Veterans Commission	\$300,000.00

System Information

Created By
Gerald Ramcharan

Created Date
10/22/2021 9:15 AM

Last Modified By
Gerald Ramcharan

Last Modified Date
11/03/2021 11:29 AM

Budget

Instructions





Fund for Veterans' Assistance

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The budget is broken up into Direct and Indirect Costs. Within Direct Costs there are six allowable sections. Indirect Costs is one section. Each section represents a Budget Category that will make up your Total Grant Amount Request. The total grant amount request must equal the Amount Requested checked in Part I – Proposed Project.

Complete each Table as applicable to your Proposed Project. Costs must be broken out in Tables to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the grant project. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. FVA will ask the applicant to reclassify costs as indirect if the support provided does not meet the above criterion.

If you enter any value for a budget category line item, then you must also answer the supporting question(s) in the Other Information section shown below the budget table. Not entering this supporting information will prevent you from submitting the application to the grantor.

Budget	
Budget Category	Grantor Share
Salaries and Wages	\$40,000.00
Fringe Benefits	\$20,268.00
Travel	\$0.00
Supplies	\$1,800.00
Client Services	\$87,932.00
Other Direct Costs	\$0.00
Total Direct Costs :	\$150,000
Indirect Costs	\$0.00
Grand Total (Direct + Indirect Cost):	\$150,000

Forms and Attachments

Instructions

Please click the "Edit" icon (pencil) in the "Appendix I - Project Narrative" section below in order to fill out the required form for the application. Once the form is filled out, and before the application is submitted, click the "Validate" button in that section to ensure all required fields are completed.

Additionally, click the "Add" button in the "Attachments" section to upload all required supplementary documents for the applications.

An Application Package may have up to five attachments. Failure to provide all required attachments will negatively





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impact the application and may result in ineligibility. When submitting Application Package name each attachment according to numbers below. Note that attachments 1-3 are required for all applications.

Do not upload the all the documents as one file.

The Application Package includes the following items be attached:

1. Résumés of the Principal Participants in the organization
2. List and terms of current governing body members (Board of Directors, Commissioners Court, City Council Members)
3. A copy of current professional liability insurance and/or malpractice insurance policy
4. Financial Documentation if not a Unit of Local Government
5. IRS Tax determination letter regarding non-profit status, if not a unit of local government Do not submit paperwork from the Texas Secretary of State or the State Comptroller of Public Accounts regarding non-profit status. Only the IRS Tax determination letter indicating your organization is recognized as a tax-exempt non-profit is acceptable.

Attachments				
Attachment Name	Type	Description	Last Modified	Owner
vickie dorsett resume.pdf	Resumes	Vickie Dorsett Resume	11/3/2021 11:24 AM	Gerald Ramcharan
Ruben Becerra Resume.pdf	Resumes	Ruben Becerra Resume	11/3/2021 11:27 AM	Gerald Ramcharan
Commissioners Court 2021.pdf	Board of Directors	Hays County Commissioners Court 2021	11/3/2021 11:25 AM	Gerald Ramcharan
Liability Insurance.pdf	Professional liability insurance	Liability Insurance 2021	11/3/2021 11:28 AM	Gerald Ramcharan
Simone Corprew Resume.pdf	Resumes	Simone Corprew Resume	11/3/2021 11:25 AM	Gerald Ramcharan
Gerald Resume.pdf	Resumes	Gerald Ramcharan Resume	11/3/2021 11:26 AM	Gerald Ramcharan
Carmen Glover Resume.pdf	Resumes	Carmen Glover Resume	11/3/2021 11:28 AM	Gerald Ramcharan

Acknowledgement

Acknowledgement

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND COMPLETED PER THE DIRECTIONS OUTLINED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS.





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THE APPLICANT ORGANIZATION REPRESENTATIVE HAS READ AND UNDERSTANDS ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS, AND WILL COMPLY WITH ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS AND NOTICE OF GRANT AWARD EFFECTIVE UPON SUBMISSION OF THIS APPLICATION AND THROUGHOUT THE LIFETIME OF THE GRANT IF AN AWARD IS MADE.

THE SUBMISSION OF THIS DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT.

Acknowledge here

true

Acknowledged By (Name)

Simone Corprew

Acknowledged By (Title)

Grant Writer

History



Veterans County Service Office

Budget Category	Grantor Share
Salaries and Wages	\$ 40,000.00
Fringe Benefits	\$ 20,268.00
Travel	\$ -
Supplies	\$ 1,800.00
Client Services	\$ 87,932.00
Other Direct Costs	\$ -
Total Direct Costs :	\$ 150,000.00

Salary + Fringe

Salary	Case Manager
	\$ 40,000.00
Fringe:	
	\$ 20,268.00
Salary + Fringe	\$ 60,268.00

Supplies

Name	Budget Sub-Category	Unit Price	Quantity	Total
General Office Supplies	General Office	150	12	\$1,800
				\$1,800

Client Services

Name	Sub-Catagory	Average Unit Price	Quantity	Total
Financial Advising	Contractor	100	50	\$ 5,000.00
Mortgage Payments	Housing	2,000	10	\$20,000.00
Rent Payments	Housing	1,800	11	\$19,800.00
Utility Payments	Utilities	168	24	\$ 4,032.00
Food Pantry Service	Food	175	12	\$ 2,100.00
Vehicle Loan Payment	Transportation	1,200	6	\$ 7,200.00
Bus Passes	Transportation	120	12	\$ 1,440.00
Ride Shares	Transportation	120	8	\$ 960.00
Fuel	Transportation	50	12	\$ 600.00
Vehicle Repair	Transportation	1,200	6	\$ 7,200.00
Car Insurance	Transportation	400	8	\$ 3,200.00
Assistive Technology	Assistive Technology	520	20	\$10,400.00
Restorative Dental Care	Dental	2,000	3	\$ 6,000.00
				\$87,932.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the submission of a grant application to the Texas Veterans Commission - Veterans Treatment Court Program in the amount of \$300,000.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	INGALSBE	N/A

SUMMARY

On November 3rd, Hays County submitted an application to the Texas Veterans Commission for continued funding for the Veterans Treatment court in the amount of \$300,000. These funds will provide salary for two individuals as well as services provided by the Veterans Treatment Court. Funding period will begin July 1, 2022 and will run for one year.

Grant Period: 7/1/2022 - 6/30/2023

Amount: \$300,000

No match is required

Attachments:

TVC FY22_Budget

Grant applications due Wednesday, November 3.



TVC Form

Project Details

Geographic Service Area(s)

*The counties that will be served by this grant are called the Geographic Service Area(s). All Texas counties are grouped into one of eight regions. Check all counties, regardless of region, that the Proposed Project will serve. If the Proposed Project provides services to Veterans living in all counties statewide, simply select "Yes" for the Statewide field

Statewide
No

Region 1 - Panhandle

Region 2 - West Texas

Region 3 - Alamo

Region 4 - South Texas

Region 5 - Gulf Coast

Region 6 - Central Texas
Hays

Region 7 - East Texas

Region 8 - North Texas

Beneficiaries

Applicants may elect to restrict Proposed Project services to particular groups to address needs by narrowing the eligibility of who can receive services through the Proposed Project.

Who will the organization provide direct services to under the proposed project?

Veterans; Veteran Dependents

Note: Texas Veterans Commission, Fund for Veterans' Assistance defines Dependents and Surviving Spouse in the Request for Application (RFA).

If Veterans are selected above, provide a definition for veterans that will be eligible to receive services.
(Maximum allowable characters = 500)

Veterans – Individuals who have served or are currently active or in the reserves in the United States Armed Forces, National Guard and on Active Duty.

Choose the discharge status(es) (Character of Service) that the organization will serve under the proposed project.

Honorable; General Under Honorable Conditions; Other Than Honorable Conditions





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Describe any other restrictions on eligibility, if applicable (example: income level, disabilities, or referral from VA or other such organization). (Maximum allowable characters = 1500)

Initial Eligibility is determined by the County District Attorney's office based on their assessment of individual's crime, criminal history, and impact on public safety. Sex Offenses are restricted with the exception of "soliciting Prostitution" dependent on case circumstances.

Applicants can be disqualified from VTC entrance at any time during the Intake Process. Appropriateness and acceptance is based on assessment of the following:

- Nature and circumstance(s) of the offense(s)
- Mental health and Substance use history
- Participant motivation for treatment/services
- Participant ability to meet program requirements
- Our ability to effectively address the participant's needs
- Potential conflicts with other legal/civil requirements
- Nature of military discharge and characterization of military service

If the organization receives grant funds, it will be responsible for tracking each individual Veteran, their dependents, and surviving spouses that receive grant-funded service(s). The number of unduplicated Veterans, Dependents and Surviving Spouses, as well as cumulative totals, will be reported to the FVA quarterly. If the organization receives grant funds, it will be responsible for tracking each individual Veteran, their dependents, and surviving spouses that receive grant-funded service(s). The number of unduplicated Veterans, Dependents and Surviving Spouses, as well as cumulative totals, will be reported to the FVA quarterly.

Enter the number of unduplicated Veterans, Dependents, and Surviving Spouses to be served by the Proposed Project. The information to be entered is a number. Do not enter a percentage and do not enter a range. If the project will not serve a particular population, enter '0' in the corresponding area

Number of Veterans

45

Number of Dependents

5

Number of Surviving Spouses

0

Total Number of Clients to be Served (Updates on Save)

50

Number of Home Modification, Home Repair, and Weatherization projects to be Completed.

0

Beneficiary Eligibility

*The forms listed below are the only forms acceptable by TVC to determine Veteran, Dependent, and Surviving Spouse eligibility. select the forms the organization will use to verify eligibility for each beneficiary that will be served under the proposed project.

Veterans





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DD Form 214, Certificate of Release or Discharge from Active Duty; NGB-22, National Guard Report of Separation and Record of Service; NA Form 13038, Certification of Military Service; Department of Veterans Affairs (VA) official letter or disability letter with character of service listed; E-Benefits summary letter with character of service listed; Honorable discharge certificate; Uniform Services Identification Card; State of Texas Issued Driver License with Veteran designation

Dependents

Uniform Services Identification Card; Marriage Certificate; Birth Certificate; Adoption Certificate

Surviving Spouse

Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server). (Maximum allowable characters = 1500)

In accordance with the requirements as defined in 2 CFR 200.333 of the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards indicating that documentation will be retained for 3 years upon receiving the award. The eligibility verification documents will be retained in client case files stored in files cabinets that will be in a secured office. All documentation will be retained for a period of 3 years.

How long does your agency retain grant documentation? (Do not include discharge status as that is selected below)

Indefinitely.

Proposed Project Services

Describe the Proposed Project. The answers should be brief but specific

Describe what services will be provided with grant funding. (Maximum allowable characters = 1500)

Through Diversionary and Non-Diversionary tracking, the VTC facilitates and provides mental health and substance abuse treatment services and support to veterans who have suffered traumatic experiences and/or physical/moral injuries incurred as a result of or exacerbated by military service.

Through an integrated and collaborative team effort with a view toward long-term recovery, community reintegration, and the reduction in criminal justice encounters, Individuals are assessed for the nature and severity of their problems, referred for relevant treatment with local mental health providers and/or through the VA. Evidenced Based Treatment practices along with judicial oversight and court case management are applied in accord with Specialty Court Best Practices.

Immediate family dependents, integral to the Veterans living environment and support system, are also provided services and treatment to address problems that impact Veteran sobriety, stability, and recovery. Home evaluations are conducted by Court staff and Probation and substance use monitoring devices and UA testing are used to determine compliance and assist with sobriety.

Criminal records expunction is provided upon successful program completion to those individuals placed in a diversionary track.

Where will clients receive services: List addresses of all your agencies offices and where your personnel are located. (Maximum allowable characters = 1500)

The project location is at the Hays County Government Center located at 712 S. Stagecoach Trl., Ste. 2292, San Marcos, TX. 78666. The VTC falls under the Hays County Court at Law #2. Though additional services may take place at any number of other locations, in person or remotely and based on clients' needs and home





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locations, VTC hearings at this address are the center of all activity and location of the primary project team members including the Judge, staff, probation, and defense and prosecuting attorneys. Additional services may be provided by local psychologists and therapists, the Austin and San Antonio VA medical and treatment centers, or even other courts performing temporary supervision.

Can beneficiaries apply for services or make an appointment on-line and/or over the phone.

Yes

If yes, provide website link and phone numbers for beneficiaries' to contact? (Maximum allowable characters = 1500)

Telephone:

512-618-4520

512-878-6677

Indicate the hours of operation for your agency to provide services to beneficiaries. Include days and time. (Maximum allowable characters = 1500)

0800-1700 on weekdays are normal office business hours. However, specific VTC staff are available by phone and will respond to a crisis in person as needed depending on the situation.

The following staff provides 24-hour coverage availability to participants. Program Manager, Coordinator/Case Manager, Defense Attorney, and Veterans Court Judge. Additionally, the Program Manager and Coordinator/Case Manager attend various functions and veteran-related events as court representatives outside of normal duty hours to provide outreach and education to various community entities and organizations.

Describe the process of how beneficiaries will be provided with project services. Include how the beneficiary requests services. (Maximum allowable characters = 1500)

Participants access services through self-referral after arrest and exposure to VTC literature, or by referral from personal attorneys, the District Attorney's (DA) Office, or by VTC staff monitoring of court dockets for potential applicants. Following DA approval, program briefing and eligibility verification, applicants are provided Intake forms and scheduled for Initial Assessments and interviews with the Case Manager, Program Manager, and VTC Defense Attorney. Key Team members then perform a panel interview and case review. After full VTC case presentation the applicant officially pleads into the Veterans Court. A psychological evaluation is completed and subsequent referrals are made to address identified treatment needs. Substance use monitoring devices are installed after 1st hearing along with a review of expectations for probation. Program duration once entered is from 12 to 24 months depending on progress.

How long, once eligibility is determined, will it take for requested services to be provided. (Maximum allowable characters = 1500)

The average time from the initial assessment interview to court plea-in is approximately 1-3 weeks. Their time from identification as a potential candidate to assessment can be many months depending on the legal status of their case, indecisiveness regarding course of action, and backlogs in case filing by the DA and County Clerk's office. Program duration once entered is from 12 to 24 months depending on progress.

*** For applications that provide mental health services only**

Which mental health disorders and concerns that will be addressed by licensed mental health professionals (LMHP).

N/A





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If Other Mental Health Concerns Related to Veterans, Dependents, and Surviving Spouses please describe below. (Maximum allowable characters = 250)

Which individual, manualized trauma-focused EBP modalities does your organization use? (Maximum allowable characters = 1500)

List all EBP certifications held by the organization staff that will be utilized for the scope of this grant. Type "N/A" if no mental health services are provided. (Maximum allowable characters = 1500)

Project Principal Participants					
Title	Name of Principal Participant	Veteran	Years	Résumé Attached	Roles, Responsibilities, and Qualifications
Signing	Ruben Becerra	false	4	true	County Judge Signature Authority
Secondary	Vickie Dorsett	false	17	true	Responsible for financial oversight of the grant.
Primary	Simone Corprew	false	1	true	Identifies, researches and writes grant applications on behalf of Hays County.
Primary	Gerald Ramcharan	true	4	true	VTC Program Manager: Responsible for program's policies and daily operations, budget and grant management.
Secondary	Carmen Glover	false	1	true	Responsible for financial oversight of the grant and financial reporting.

Goals and Outcomes

Grant Project Goals and Outcomes

What goals have you developed for this project? (Maximum allowable characters = 1500)

1. All veteran participants will receive a comprehensive initial psychosocial assessment which is an imperative for determining risks and needs, and treatment planning and referral.
2. All participants will complete a Community Service Project they choose (with program consent) that utilizes their talents, gifts, skills and inclinations that directly contribute to the local community
3. To provide 100% access to high quality mental health and substance use treatment provided by providers with military culture familiarity and experience treating veteran issues utilizing EBP.
4. Each Veteran participant will complete a standardized Relapse/Recidivism Prevention Plan that is presented to and approved by the VTC team prior to their graduation. This plan is developed with the help of individual therapists and the VTC team to address individual plans to achieve future goals, remain free of substance abuse, and address risks/needs and triggers that may affect well-being and future run-ins with the criminal justice system.





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Describe how your project will assist veterans and their families remain integrated with their communities, gain employment and financial independence, secure housing, and enable an improved quality of life. (Maximum allowable characters = 1500)

Mental health and substance abuse treatment and counseling enable veterans and applicable dependents to attain more stable and drug free relationships with self, others and the wider community. Referral services in the local community and through the VA and other governmental agencies, are available to address finance, employment and housing issues as needed.

Each VTC participant is required to remain gainfully employed or engaged in educational enhancement, or involved in community service throughout their program. Combined with a practiced sober lifestyle, these program requirements for completion form a basis for successful rehabilitation and substantially reduce the possibility of reintroduction to the criminal justice system.

Record expunction and other program incentives for both diversionary and non-diversionary rehabilitation tracks provide motivation for participants to engage in, practice, and complete program requirements meant to establish healthy and productive lifestyles.

How will your organization measure project success for services provided to each client?(Maximum allowable characters = 1500)

There are 2 primary measures of VTC program success:

1. Recidivism Rate: Recidivism is determined by arrest and conviction of participants after program completion. Recidivism data is obtained through after-action surveys with all graduates and the monitoring of arrest and conviction records available to the VTC staff and local Probation Office. A recidivism rate lower than 10% for all participants who successful complete the program and graduate is considered a very positive program outcome.
2. Graduation Rate: Graduation Rate is determined by the number of individuals who successfully complete the VTC program compared to those who start and voluntarily withdraw or fail due to non-compliance or failure to progress in prescribed treatment programs. A Graduation Rate of 90% or greater is considered Very Good.

Goals and Outcomes			
Title	Question	Target Outcomes	Description
Veterans Treatment Court	How many veterans will graduate your program?	18	Based on average graduates over the previous 6 years. (109 grads from 2015-2020)
Veterans Treatment Court	How many organizations that provide services to veterans and their families are in your referral network?	2	The Veterans Administration and the Hays County Veterans Services Office
Veterans Treatment Court	Has your organization applied for an additional FVA grant for the same grant period? If yes, what category?	0	No
Veterans Treatment Court	How many beneficiaries will receive mental health / intervention related services?	50	All Veterans and eligible dependents will be referred for assessment and treatment services through the VA or a local provider funded by the FVA grant.





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Veterans Treatment Court	How many beneficiaries will receive referrals to other organizations that provide FVA-funded services?	20	Non-duplicated new referrals to the County Veterans Services Office.
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Performance Tracking

What type(s) of data collection tools will your organization use to document Beneficiaries receiving services that will ensure performance tracking/reporting toward achieving project goals? (Maximum allowable characters = 1500)

Odyssey will continue to be used to secure and manage the highly sensitive information about Veterans Treatment Court cases. Word Documents are used to capture data of services provided to participants via progress notes and referral forms, and Excel Spreadsheets are utilized to record, manage and calculate program and budget performance information.

How will your organization ensure that the beneficiaries served and reported quarterly to FVA are unduplicated? (Maximum allowable characters = 1500)

The collected data will not be duplicated because each participant and their associated information gathered is identified by its own unique case number. The Program Manager is responsible for ensuring non-duplication by excluding previous counts from reporting updates.

What other key performance indicators will you track/measure to evaluate goal accomplishment (not included in the prescribed list above)? (Maximum allowable characters = 1500)

Recidivism Rate: Recidivism is determined by arrest and conviction of participants after program completion. Recidivism data is obtained through after-action surveys with all graduates and the monitoring of arrest and conviction records available to the VTC staff and local Probation Office. A recidivism rate lower than 10% for all participants who successful complete the program and graduate is considered a very positive program outcome.

Graduation Rate: Graduation Rate is determined by the number of individuals who successfully complete the VTC program compared to those who start and voluntarily withdraw or fail due to non-compliance or failure to progress in prescribed treatment programs. A Graduation Rate of 90% or greater is considered Very Good.

Outcome Tracking

Will your organization apply beneficiary surveys to measure customer satisfaction?

Yes

Describe how the organization will determine if the anticipated outcomes(grant project goals) above are met. (Maximum characters = 1500)

On-going tracking will be maintained by the Program Manager using treatment provider invoices and contract input, periodic client progress reports, and home visit reports, sobriety monitoring, and other pertinent statistics from the VTC Probation Officer/Community Supervision Officer.

Will your organization follow up with beneficiaries after services are provided (within 30-180 days) to measure service outcomes?

Yes

Other Grants and Contracts





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TVC Contracts				
Contract Amount	Contract #	Begin Date	End Date	Services provided under contract
\$300,000.00	GT-VTC21-012	7/1/2021	6/30/2022	Veterans Treatment Court
\$100,000.00	GT-VSO21-005	7/1/2021	6/30/2022	Veterans Service Office
\$300,000.00	AP-VTC_20-012	7/1/2020	6/30/2021	Veterans Treatment Court
\$100,000.00	AN-VSO_20-001	7/1/2020	6/30/2021	Veterans Service Office
Total\$800,000.00				

TVC Contracts Narrative

For only TVC contracts (non-FVA grants) that are listed in the above table provide a brief description of the contract. (Maximum allowable characters = 1500)

The Veterans Service Office provides financial assistance to veterans, surviving spouses, and dependents. Veterans Treatment Courts provide mental health assessments and treatment plans for veterans and their families in order to assist them in the criminal justice system.

Other Grants					
Contract Amount	Grantor	Grant/Contract #	Begin Date	End Date	Audit Performed
Total					

Partnerships			
Name of Partner Organization	Address	Telephone	Website

Other Project Details

Need Identified

How many veterans/dependents/surviving spouses live in your service area? (Maximum allowable characters = 250)

Veterans: 11,310, (30 Sep 2020) from the National Center for Veterans Analysis and Statistics

Dependents: Unknown

Surviving Spouses: Unknown

What is the community need in regard to veteran services? (Maximum allowable characters = 1500)

Veterans navigating and/or transitioning to civilian life, and especially combat veterans, face a variety of obstacles, often due to traumatic experiences and injuries encountered during their service. Many veterans suffer from physical and emotional scars in the form of post-traumatic stress disorder, traumatic brain injury, and other mental illnesses and injuries. To find some comfort and relief from these afflictions, a large number turn to illicit drugs and alcohol, compounding the problem and often leading to encounters with law enforcement





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and the criminal justice system. Traditional justice system intervention, until recently, has only dealt with the nature and degree of the offense and not with underlying causes. Subsequently, the justice system is burdened with repeat offenders, expanding court dockets, and the need and costs for incarceration to the detriment of treatable offenders and society as a whole. As recent wars have drawn down and more service members are released from active military duty, an expansion of drug & alcohol and mental health-related crime is expected to continue.

[How were community need\(s\) or gap\(s\) in service identified? Describe the methods used to identify the need in the service area. \(Maximum allowable characters = 1500\)](#)

The VTC program team has grown and become more knowledgeable about staffing and resources requirements, and better able to provide services over time and through the addition of more skilled and experienced staff. Through training at other courts, reflective observation of this court, growing staff experience, and through knowledge gained through the National Association of Drug Court Professionals conferences, deficits in staffing, training, and experience have been identified and gradually addressed, however, funding remains a key issue.

[How does the Proposed Project address the identified need in the service area? \(Maximum allowable characters = 1500\)](#)

The VTC is the only criminal court in Hays County that addresses through treatment and diversion, the specific and special needs of veterans in the justice system. Staffing, supply, and treatment functions have been addressed through the last fiscal year's TVC grant and need to continue until County income stream and budgeting is sufficient to address the needs of treating veterans in the justice system without grant assistance. Continuing to grant financial support for the indicated purposes in this funding grant request will ensure the continuation of the administrative, case management, jail liaison and essential referral services provided by the VTC.

Marketing and Outreach

[Does the organization have an outreach and/or marketing plan to ensure the organization is able to reach and provide services to the number of clients to be served as listed in the Beneficiaries section?](#)

Yes

[If yes, describe the outreach and/or marketing plan \(Maximum allowable characters = 1500\)](#)

A variety of outreach and marketing strategies are used to educate and inform the general public and justice involved veterans regarding Veterans Treatment Court. Direct linkage exists with the Hays County Jail in the form of specific literature provided in orientation packets to new inmates. Literature and contact information is disseminated to local Bail Bondsman to inform veterans seeking bond services about VTC. The marketing plan extends to advertising on social media such as Facebook, and presentations to various veterans' organizations such as the VFW, AMVETS and the American Legion, etc. Other outreach includes speaking and disseminating literature at various veteran events, specialized training such as the quarterly Hays County Bench Bar and visiting with and educating the local university's veteran community, and various community organizations such as the Lions Club.

[How often are marketing and outreach activities conducted per week or month? \(Maximum allowable characters = 1500\)](#)

Online marketing will be updated by the Program Manager and reviewed as needed. TVC logos are placed on all appropriate correspondence, internet sites, and informational material such as jail handouts, court





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newsletters and as required by the TVC. Outreach to veteran and community organizations in the form of education and information presentations will take place according to agency requests for training and in accordance with their scheduling. The VTC Program Manager will attend periodically recurring organization functions such as the Kyle VFW weekly breakfast and AMVETS monthly organizational meeting to provide information. VTC staff will attend appropriate veteran/VTC applicable events such as parades, job fairs, and relevant ceremonies as they occur for the purpose of outreach and education.

Main Organization Phone Number

(512) 618-0474

Communications Coordinator Name

Kim Hilsenbeck

What is the organization phone number the beneficiary uses to request services?

(512) 618-4520 / (512) 878-6677

Communications Coordinator Email

kim.hilsenbeck@co.hays.tx.us

Communications Coordinator Phone Number

(512) 395-2414

Sustainability after the Grant

If the organization is awarded an FVA grant, would the Proposed Project continue after the grant period ends without additional FVA funding?

Yes

If yes, Include what other funding will be available to your organization to assist the beneficiaries. (Maximum allowable characters = 1500)

It is anticipated that funding will be taken over by Hays County to continue to fund the Veterans Treatment Court should grant funding cease.

If the organization has received FVA funding in the past for the Proposed Project, describe why it is applying for a grant again. (Maximum allowable characters = 1500)

Hays County Veterans Treatment Court is applying for grant funding to sustain operations necessary to continue criminal justice diversion and treatment services to justice-involved veterans.

Policies and Stability

Fiscal Management

What software does the organization use to record accounting transactions?

New World Systems – Logos by Tyler Technologies

Policies	
Fiscal Management Accounting Policy	Y / N
A. Procurement	Yes





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B. Vendor Payments	Yes
C. Payroll	Yes
D. Grants Administration	Yes
E. Cash Management	Yes
F. Travel	Yes
G. Capitalization and Equipment	Yes

Assessment

Fiscal Management Statement		T / F
A. There has been no staff turnover or reorganization in the past 6 months.		True
B. The organization uses a Chart of Accounts.		True
C. Time sheets are approved and signed by supervisory personnel.		True
D. An A-133 Single Audit has been performed in the past 2 years.		True
E. Travel receipts are submitted for travel reimbursement requests.		True



Veterans Treatment Court

Budget Category	Grantor Share
Salaries and Wages	\$ 94,907.00
Fringe Benefits	\$ 44,300.00
Travel	\$ 12,480.00
Supplies	\$ 2,000.00
Client Services	\$ 144,585.00
Other Direct Costs	\$ 1,728.00
Total Direct Costs :	\$ 300,000.00

Salary + Fringe

Salary	Program Manager	Case Manager	
	\$ 58,742.52	\$ 36,164.06	\$ 94,906.58
			\$ 94,907.00
Fringe:			
Social Security	\$ 3,642.04	\$ 2,242.17	
Medicare	\$ 851.77	\$ 524.38	
Retirement	\$ 8,317.94	\$ 5,120.83	
Medical	\$ 11,332.56	\$ 11,332.56	
Dental	\$ 404.88	\$ 404.88	
Life	\$ 63.12	\$ 63.12	
	\$ 24,612.30	\$ 19,687.94	\$ 44,300.25
			\$ 44,300
Salary + Fringe			\$ 139,206.83

Travel

Travel Expense	No. of Staff	No. of Days	Total Cost
Local Reimbursement Vehicle Travel	3		\$2,000
National Association of Drug Conference	4		\$10,480
			\$12,480

Supplies

Name	Budget Sub-Category	Unit Price	Quantity	Total
General Office Supplies	General Office	250	8	\$2,000
				\$2,000

Client Services

Name	Sub-Catagory	Average Unit Price	Quantity	Total
Assesments	Mental Health	300	26	\$7,800
Individual and Family Counseling	Treatment	180	187	\$33,660
Alternative Treatment - Yoga	Mental Health	257	2	\$514
Alternative Treatment - Equestrian Therapy	Mental Health	368	2	\$736
Substance Abuse Monitoring	Treatment	720	20	\$14,400
Probation Officer (CSCD)	Contractor	4,155	12	\$49,860
Inpatient Care	Treatment	7,523	5	\$37,615
				\$144,585

Other Direct Costs

Name	Budget Sub-Category	Unit Price	Quantity	Total
Cellular Phone Service	Phone Service	100	12	\$1,200
Landline Phone Service	Phone Service	44	12	\$528
				\$1,728

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Amendment No. 5 to the General Land Office (GLO) Contract No. 18-421-000-B130 Community Development Block Grant Disaster Recovery Program Housing Projects Non-Research & Development 2015 Flood Allocation.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.CRUMLEY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Amendment No. 5 to the GLO Contract No. 18-421-000-B130, is a 3 month extension. The new contract termination date is January 31, 2022.



**AMENDMENT NO. 5 TO
GLO CONTRACT NO. 18-421-000-B130**

THE GENERAL LAND OFFICE (the “GLO”) and **HAYS COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 18-421-000-B130 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract; and

WHEREAS, the Parties desire to revise the Contract to add or update required language; and

WHEREAS, the Parties desire to revise the General Affirmations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **January 31, 2022**.
2. The following **SECTION 3.05** is hereby added in its entirety to the Contract:

“3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has on hand at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and

If applicable, real property under Subrecipient’s control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 shall be used to meet one of the CDBG-DR National Objectives pursuant to 24 C.F.R. 570.208 until five (5) years after expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR-funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this

Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.”

3. **SECTION 8.19** of the Contract is deleted in its entirety and replaced with the following:

“8.19 SURVIVAL

The provisions of **ARTICLES V, VI, and VII; and SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.27** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.”

4. **ATTACHMENT C-2** to the Contract, **Revised General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-3**.
5. This Amendment shall be effective upon the earlier of the date of the last signature or October 31, 2021.
6. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 5 TO
GLO CONTRACT NO. 18-421-000-B130**

GENERAL LAND OFFICE

HAYS COUNTY

Mark A. Havens, Chief Clerk/






Deputy Land Commissioner

Date of execution: _____

Name: _____

Title: _____

Date of execution: _____

OGC  _____
PM  _____
SDD  _____
DGC  _____
GC  _____

ATTACHED TO THIS AMENDMENT:

ATTACHMENT C-3 Revised General Affirmations

GENERAL AFFIRMATIONS

For the purposes of this document, the term “governmental entities” shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities.*]
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO. [*Not applicable to contracts with governmental entities.*]
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260,

Section 2260.052.

- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. *[Not applicable to contracts with governmental entities.]*
23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND,

INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. *[Not applicable to contracts with governmental entities.]*

24. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material

related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating

information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. [*Not applicable to contracts with governmental entities.*]
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to

gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

39. If Subrecipient is required to make a certification pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may

be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.
45. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

Certificate Of Completion

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Status: Sent

Subject: \$0 Amendment No. 5: 18-421-000-B130 - Hays County (Texas GLO)

Source Envelope:

Document Pages: 26

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 5

Adrianna Segura

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Enveloped Stamping: Enabled

Austin, TX 78701

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adrianna.segura@glo.texas.gov

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10/28/2021 11:44:30 AM

adrianna.segura@glo.texas.gov

Signer Events**Signature****Timestamp**

Ginger Mills

ginger.mills@glo.texas.gov

Attorney

Texas General Land Office, Office of General Counsel

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Ann Lister

ann.lister.glo@recovery.texas.gov

Grant Manager

Texas General Land Office

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



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Heather Lagrone

heather.lagrone.glo@recovery.texas.gov

Sr Dep Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signed using mobile

Marc Barenblat

marc.barenblat@glo.texas.gov

Deputy General Counsel

Texas General Land Office

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign




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Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.84	Sent: 11/4/2021 10:17:04 AM Viewed: 11/4/2021 10:20:44 AM Signed: 11/4/2021 10:20:49 AM
Ruben Becerra judge.becerra@co.hays.tx.us County Judge Hays County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/4/2021 10:20:53 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2021 12:00:40 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2021 12:00:40 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: 10/28/2021 12:00:40 PM

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<p>Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:00:41 PM Resent: 10/28/2021 12:23:49 PM</p>
<p>Adrianna Segura adrianna.segura@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:00:41 PM</p>
<p>Vonda White Vonda.White@glo.texas.gov Disaster Recovery Procurement Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:00:41 PM</p>
<p>Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:26:20 PM</p>
<p>Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:26:21 PM</p>
<p>Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 12:26:21 PM</p>
<p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 10/28/2021 3:38:14 PM</p>

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<p>Judy Langford judy@lcmsinc.com President Langford Community Management Services, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 11/4/2021 10:20:53 AM
<p>Lindsey McClune lindsay.mcclune@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/4/2021 10:20:54 AM Viewed: 11/4/2021 10:21:49 AM</p>
<p>Shundrayl Allen shundrayl.allen@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:</p>		

Carbon Copy Events	Status	Timestamp
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<p>Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Caley Carmichael caley.carmichael.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2021 12:00:41 PM
Payment Events	Status	Timestamps

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

All terms and conditions remain unchanged and in full force and effect as stated in the original bid. The Building Maintenance Department, Juvenile Detention Center, and Jail Division utilize this contract for plumbing services throughout the County as needed.

Attachment: SI Mechanical Renewal Letter



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

November 4, 2021

SI Mechanical
PO Box 1617
Manchaca, Texas 78652

RE: Annual contract renewal

The annual contract for Countywide Plumbing Services, RFP 2018-P03 expires on November 30, 2021. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective December 1, 2021-November 30, 2022, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

RILEY SULLIVAN

Printed Name

SI MECHANICAL LLC

Company

11-4-2021

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

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 Commissioner Pct. 2 Office to utilize community program funds for consumable items not to exceed \$120 to host a meeting related to the Mental Health Director position.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	\$120

LINE ITEM NUMBER

001-602-00.5353

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	SMITH

SUMMARY

Commissioner Jones and Commissioner Smith will host a meeting with county officials and personnel to discuss the Mental Health Director position that was created in the FY 2022 Budget. This meeting will bring departments together to help define the role and identify needs for this new county directorship. Funds are available within the Commissioner's community program budget for this expenditure.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointments of Silver Garza and Don Curry to the board of Driftwood Economic Development Municipal Management District, four year terms ending June 30, 2025.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

See attached resolutions..

RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, Driftwood Economic Development Municipal Management District (the “District”) was created by House Bill 4825, Acts of the 81st Texas Legislature, Regular Session, which is now codified as Chapter 3858 of the Special District Local Laws Code (the “Creation Statute”);

WHEREAS, the Creation Statute was amended by House Bill 2259, Acts of the 84th Texas Legislature, Regular Session, to provide, in Section 3858.052(1) of the Creation Statute, that Position 1 of the District board of directors shall be a person appointed by the Hays County Commissioners Court (the “Court”);

WHEREAS, Silver Garza is the individual who meets the above-referenced qualification requirement of the Creation Statute;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Court finds that Silver Garza is the individual who meets the director qualification requirement of Section 3858.052(1) of the Creation Statute.

Section 2. The Court reappoints Silver Garza to the Board of Directors of the District.

PASSED AND APPROVED the ____ day of ____, 2021.

Ruben Becerra
Hays County Judge

Debbie Ingalsbe
Commissioner, Precinct 1

Mark Jones
Commissioner, Precinct 2

Lon Shell
Commissioner, Precinct 3

Walt Smith
Commissioner, Precinct 4

(COUNTY SEAL)

ATTEST:

ELAINE CARDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, Driftwood Economic Development Municipal Management District (the “District”) was created by House Bill 4825, Acts of the 81st Texas Legislature, Regular Session, which is now codified as Chapter 3858 of the Special District Local Laws Code (the “Creation Statute”);

WHEREAS, the Creation Statute was amended by House Bill 2259, Acts of the 84th Texas Legislature, Regular Session, to provide, in Section 3858.052(2) of the Creation Statute, that Position 2 of the District board of directors shall be a person appointed by the Hays County Commissioners Court (the “Court”);

WHEREAS, Don Curry is the individual who meets the above-referenced qualification requirement of the Creation Statute;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Court finds that Don Curry is the individual who meets the director qualification requirement of Section 3858.052(2) of the Creation Statute.

Section 2. The Court reappoints Don Curry to the Board of Directors of the District.

PASSED AND APPROVED the ____ day of ____, 2021.

Ruben Becerra
Hays County Judge

Debbie Ingalsbe
Commissioner, Precinct 1

Mark Jones
Commissioner, Precinct 2

Lon Shell
Commissioner, Precinct 3

Walt Smith
Commissioner, Precinct 4

(COUNTY SEAL)

ATTEST:

ELAINE CARDENAS, County Clerk and
Ex-Officio 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

Accept \$775 in grants & contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received contributions from the Wimberley First Baptist Church and the final grant payment from the City of Buda utilizing the county federal tax identification number as authorized.

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

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

Budget Amendment:

Increase Contributions: .4610

Increase Social Service Project Contributions: .5600

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the issuance of a credit card to the Veteran's Administration Office in an amount not to exceed \$3,500 from the County Depository Bank for programs related to financial assistance for Hays County Veterans.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	0

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
Prather	INGALSBE	N/A

SUMMARY

The Veterans Office would like to utilize a county issued credit card to provide financial assistance to address gaps of service within the veteran community. Funds for these expenses are provided through the TVC Financial Assistance Grant and will be utilized for the following programs:

1. Food pantry Service (Application, eligibility, need): Program creates online order of food items (Only) not to exceed \$90 (Staple items). Outliers: Formula (Children), meal replacement (medical or beneficial), meals ready to eat (Situational), cultural consideration, Holiday time frame (Small item such as turkey or ham addressing only those living in home), dietary meals for elderly or unique requirements. Allowing vulnerable to stay home and utilizing curbside pickup reduces chances of COVID-19 spread.
 2. Ride-share (Lyft, Uber etc.) (Application, eligibility, need): Service utilized for verified appointments (Benefits exam, medical, etc.) usually in San Antonio, Austin, New Braunfels. Cost covers to and from appointment. Utilizing Lyft or Uber service: Linked to members phone, program sees pickup & drop-off, and automatic receipt. This line item provides needed service while protecting staff and clients from possible COVID-19 exposure.
 3. Bus service & ride-share: Due to limited area resources for veterans experiencing homelessness: Member provided one-way transportation to a main hub of support (Austin, San Antonio, VA program etc.): Application + Veterans Referral, and VI-SPDAT information: Information upload to official VA national tracker, and county list: Ability to share past provided support with helping agencies (Prevents duplicated SVS). One-time service.
 4. Vehicle gas (Application, eligibility, need): Separate form utilized capturing license plate, vehicle information, gallons & cost: Program meets beneficiary at gas station overseeing fuel placed directly in vehicle tank belonging to beneficiary. No more than \$50 gas or \$65 diesel: Needed for school, employment, medical, emergencies, etc.
 5. Vehicle repair ≤\$500 (Application, eligibility, need): Blown or unsafe tires, battery, lights, safety item to pass inspection. Diagnosis or obvious fix required, established repair shop (W9). One-time service per household.
 6. Assistive Technologies ≤\$500 (Application, eligibility, need): Glasses and hearing aids only authorized for: Surviving spouses and dependents. Requires valid Rx, hearing aids diagnosis or required. 1-time service
 7. Assistive Technologies ≤\$500 (Application, eligibility, need): Walkers/cane/walking stick, wheelchair, crutches, portable ramps, shower seat, ADL support, etc. Verified or reasonable belief of need (Internal review for approval).
 8. Restorative dentistry ≤\$500 (Application, eligibility, need): Pain or health (Not cosmetic): Diagnosis required.
 9. Funeral cost ≤\$500 (Application, eligibility, need): Urn, transport remains, cremation support, etc.
 10. Emergency where eviction, utility shutoff or repossession will occur prior to commissioners' court.
- No cash or gift cards allowed under this program.

**Hays County Commissionaires Court
Require ability of quick turnaround**

Hays County Financial Line Items Process

Line items to reach those in need:

1. Food Pantry:
 - a) Member completes intake and meets qualifications under guidelines: Veteran, surviving spouse, dependent.
 - b) VSO program goes online, accomplishes a curbside pickup order (Food items only) to supply to approved beneficiary (\$50 target with limit of \$90). Program picks up groceries and presents to beneficiary. Note: All items must be basic food items and not considered luxury, or customized list for event (Meant to sustain): Exceptions, Christmas or Thanksgiving (Still counts as the 1-time grant support for year) a turkey, ham or food items considered traditional for culture. Further items required for special dietary/medical needs: In-ability to chew, diabetic, free of certain elements, under medical care (Ensure, meal replacement).
 - c) Meals Ready to Eat (Up to 14-day supply): Verified veterans with intake and required documentation completed falling into category of: Emergency, in transitional housing situation, living in car, experiencing homelessness etc. These members can be furnished meals ready to eat style supply vs supper market items due to inability to store or properly prepare meals. They would still fall under same rules: 1-time support per grant, \$90 cap, and not a customized shopping trip. If member is caught reselling or returning items to store. Report of members actions will be forwarded to other TVC grants and helping agencies we work with.
 - d) 14-day supply of Moms meals option (9-different health conditions at \$6.99 and renal-friendly, pureed and gluten free \$7.99): Moms meals creates dietary tailored meals that can be stored in refrigerator for 14-days (Heat and eat). These meals would be for clients needing a special diet while other services are researched. A 14-day supply consisting of 2-meals a day ordered and delivered to client door. **(Need to Confirm TVC Approval)**

New to grant policy: Those members considered experiencing homelessness. As part of the intake a generic V-DAT SPADAT will be part of the intake. This information will be uploaded into the national VA veterans experiencing homelessness database for tracking. Master Veterans List Referral from Community will also be completed: City/County list will track all support provided member by helping agencies in the community to help streamline services.

2. Transportation support.
 - a) Lyft, Uber, cabs, and ride-shares are authorized by TVC for transportation to and from appointment: Linked to members phone, program sees pickup & drop-off, with automatic receipt.
 - a.1: Service can only be used/counted 1-time per grant year (To and from = 1-time service).
 - a.2: Member must be eligible veteran or qualified applicant status.
 - a.3: A complete application packet with required documents must be on file.
 - a.4: Must be for approved reason outlined in grant/RFA.

- a.5: To and from appointment counts as 1 service provided.
- a.6: There is a cap on cost of service.
- a) Bus transportation: Due to limited area resources for veterans experiencing homelessness members provided one-way transportation to a main hub of support (Austin, San Antonio, VA program etc.):
- b) Application + Veterans Referral, and VI-SPDAT information
- c) Information uploaded official VA national tracker, and county list allowing ability to share resources provide with helping agencies within county and nationwide. Capability will allow streamlining of services and quickly identifying veteran status.

In most situations request will be to transport a veteran experiencing homelessness, or requiring in-patient support to San Antonio, Austin, or place where adequate support is available. In these cases, the ability to rapidly obtain transportation is key.

3. Vehicle fuel:
 - a) Vehicle required for approved need (Employment, school, children, health, etc.
 - b) Application taken verifying eligibility and need.
 - c) Additional document used to record vehicle information, gallons, price and total.
 - d) Grant representative meets beneficiary at gas station and oversees fuel being placed in approved beneficiaries' tank.
 - e) Max limit: \$50 fuel and \$60 diesel.

Under this item the applicant may still only be counted once, however, other line items could be combined: Fuel and car insurance, Fuel and cellphone, fuel and food bank etc.: Under this the fuel would processed under the card or approved method and the other service will be obtained under the procedure established for that line-item

4. Vehicle repair: Blown or unsafe tires, batteries, lights, safety item preventing needed safety inspection etc.
 - a) Application taken verifying eligibility and need.
 - b) Diagnosis provided or obvious repair (Must fix the problem).
 - c) Windshield if impacting safety (\leq \$600, no aftermarket tint or addons covered).
 - d) Must be creditable repair shop (W-9), payment directly to them with receipt provided: Not allowed (Uncle fix it, good friend, etc.). (Program will not select repair shop and is not responsible for quality or impact of repair).
 - e) Numbers only counted once and must meet FVA rules.
5. Assistive technologies: Hearing aids and glasses only authorized for dependents and surviving spouses:
 - a) Application taken verifying eligibility and need.
 - b) Eyeglasses require valid Rx (Limitation on frames and addons)
 - c) Hearing aids must match the diagnosis (\$500 limit for credit card). Example Hearing aid clinics in stores with hearing aids such as WonderEar and MDHearing Aid costing \$300-\$500.

- d) Assistive technology such as: Hearing support, special phones, portable ramps, chairlift, etc. Require verified need or reasonable belief item will increase Activities of Daily Living (ADL) capabilities.
- e) Canes, walkers, walking sticks, crutches, etc.: Require verified need or reasonable belief item will increase ADL capabilities.
- f) Wheelchairs, advanced walkers etc. will still meet the \$500 limit purchased from a non-medical store (Check other charity sources first).
- g) Items over \$500 should go through check process.
- h) Items that cannot be easily repeated such as chair, powered mobility device etc. will go through an enhanced approval system.
- i) Items above the \$500 threshold should go through the normal check request process and meet the guidelines of FVA?

Higher cost items should have additional justification documented and submitted for funds request package].

- 6. Restorative dental-care (To eliminate pain or health/medical reasons):
 - a) Application taken verifying eligibility and need.
 - b) Must have a diagnosis.
 - c) Must be to relieve pain, for medical reason, or health impact (Not cosmetic).

Follow FVA guidelines: Contact grant officer prior to utilizing to confirm approval.
- 7. Funeral Cost: Excluding receptions and celebrations of life.
 - a) Application taken verifying eligibility and need.
 - b) Items such as: Urns, casket, cremation, transport, headstones, etc.
 - c) Items over \$500 should go through check process and higher review.

Contact Grant Officer prior to utilizing the line item.

Food pantry and transportations not only meet the needs of population they help to reduce the spread COVID-19. Assistive technologies allow members to remain in their homes longer preventing overburdening assisted living and residential nursing homes while further protecting the most vulnerable population from COVID-19 spread.

Bus transportation and meals ready to eat (1-time service) will further reduce spread of COVID-19. By providing meals and transporting members to areas of support panhandling number could decrease impacting COVID-19 spread. Most importantly, for members entered in the national VA database the migration of member as well as resources provided at each stop can be identified. Interaction also allows opportunity to enrollee member in healthcare system.

The TVC would like beneficiaries supported number in the 70s, however there is no way to obtain close to those numbers without having process or ability to pay for urgent small line items.

Notes:

- 1. TVC amended grant goal to 70 clients: This would mean only \$642 per client and therefore not realistic for the intent of the grant.
- 2. TVC's intent is to only count each client once per grant:

\$44,960 Direct Support Funds Budget

1. **\$44,960 / 12 = \$3,747 per month**
 - a) Goal minimum: Mortgage (9-months), Rent (4-months): 13-month mortgage or rent.
 - b) \$3,747 - \$1,800 average mortgage or rent: **Leaves \$1,947** for other client support.
 - c) **\$23,400 (Over 1/2 budget) for 13 clients (Mortgage/rent)** leaving budget of \$21,560.
2. **\$21,560 / 12 = \$1,797 per month for other services**
 - a) **\$1,797 / 3 = \$599 per client: 3 support + 1 R/M client = 4 * 12 = 48 clients for year**
 - b) **\$1,797 / 4 = \$449 per client: 4 support + 1 R/M client = 5 * 12 = 60 clients for year**
 - c) **\$1,797 / 5 = \$359 per client: 5 support + 1 R/M client = 6 * 12 = 72 clients for year**

Goal Obtainment Options

To reach the higher number we must utilize the small ticket items as a single client service

- a) Utilities: Cellphone, electricity, water, internet, gas etc.: Combine but keep under \$400
- b) Food pantry (Great source for numbers): \$90 shopping basket for client: Can combined with small dollar utility item, gasoline for car, assistive technology item, or transportation: \$120 max.
- c) Transportation is great source for numbers: Lyft ride, bus ticket to San Antonio, bus ticket to Austin, Uber ride, and fuel for cars: Key is process for getting funds.
- d) Car repair is another good source: Car batteries, tire, jump services, tow service, small repair: Must have a diagnosis/know what is wrong with car, and repairs should be under \$500.: Depends on how we can get the funds.
- e) Car insurance is good source of numbers: Must stay under \$300 no more than 6-months and no future payments.
- f) Assistive Technologies is a good source of numbers: Walking sticks, canes, walker, etc. for veterans, and glasses for dependents (Must have prescription. Hearing devices would be good for dependents and spouses if allowed to get the \$300 and under type: Depends on ability to pay.
- g) Funeral cost could also be a source of numbers: Memorial urns, headstone, headstone engraving, transportation of veteran, assisting with cremation: It states no celebratory cost. However, need to clarify if flag, uniform, medals, covering cost to get documents required by VA for VA coverage count.: How we can pay for items will impact.
- h) Restorative dental: This would be for an urgent need to eliminate pain or prevent further injury. A diagnosis would be required prior, and goal would be \$500. Serious impact \$1,000 and to use \$1,000 to \$2,000 cap would need a vote and agreement from VSO staff.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the executed agreement between Hays County and HDR Architecture, Inc. to include Articles 11.1 and 13.2.4. which were inadvertently omitted.

ITEM TYPE

CONSENT

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The addition of the Historic Courthouse was added to the HDR proposal but were inadvertently omitted from the Agreement. The Agreement has been updated to include Article 11.1 and Article 13.2.4. which pertain to the Historic Courthouse.

Attachment: HDR Proposal and Updated Agreement



October 22, 2021

Chris Deichmann
Hays County Government Center
712 Stagecoach Trail, Suite 1233
San Marcos, TX 78666

RE: Security Upgrade Design Proposal – Revised to Include Historic Courthouse

Dear Chris,

Per your initial conversation on May 17, 2021 with Halden Tally, Jim Gabel and John Niesen and follow up request from Lisa Griffin on October 6, 2021, this is our revised proposal for designing upgrades to the entire existing electronic security systems including cameras, card readers, and intercoms for the Hays County Government Center. As we mentioned, Jim and our architectural support person paired with Jim for this project both worked on the original project, so there will be little time necessary to bring us up-to-speed on the building and original systems. Jim's technical description of the task is:

Existing facility Electronic Security Systems "Upgrade" Design for existing electronic security systems "head-end" components to provide an integrated/functional operating system based on a current technology platform with provisions for future systems upgrades to be seamlessly integrated within current (upgraded) platform:

- Systems upgrade for existing "head-end" components, selected systems field devices (Audio & CCTV) and system control stations.
- Replace devices and cabling for intercom and cameras. Cabling for card readers and door controls should still be ok; everything to be verified.
- This work shall include complete design documents (drawings & specifications), procurement/bidding and construction administration (CA) services.

We propose structuring this project in four parts:

Task 0 – Initial Facility & Systems Assessments *(est. one month)*

- a. Facility Assessments: 1 on-site meeting with Owner, tour and review of existing systems
- b. Produce assessment and system upgrade recommendations narrative
- c. Update cost estimate
- d. Review recommendations narrative with Owner in person

Task 1 – Design *(est. two months)*

- a. Produce drawings and specifications
- b. Update cost estimate
- c. One in-person design review meeting with Owner

Task 2 – Procurement *(est. two and one-half months)*

- a. Attend pre-bid meeting in person
- b. Fielding and answering bidder questions
- c. Preparation and distribution of Addenda, if necessary
- d. Owner award of Construction Contract

Task 3 – Construction Contract Administration *(est. four months)*

- a. Project administration to review contractor submittals and samples, RFI's, proposal requests and change orders

- b. Periodic observation of conditions at construction milestones (two visits included)
- c. Attendance at other two coordination meetings per month via remote access
- d. Review of monthly Contractor payment applications
- e. Final punch list for substantial completion, one visit included

PRELIMINARY ESTIMATE OF PROBABLE MATERIALS AND INSTALLATION COSTS

The eventual purchase cost for the electronic security directions discussed on our call could be in range of \$650,000 - \$900,000. We will be in better position to verify this during Tasks 0 and 1.

FEE FOR BASE SERVICES

The total lump-sum fee for the above scope, including expenses for listed travel, is **\$139,975**. We have assumed that all deliverables can be transmitted electronically and no printing outside of minor in-house needs to do our work have been included.

OPTION A

Hays County desires cameras and video surveillance be provided at the Historic Courthouse located at 111 E. San Antonio Street in San Marcos, Texas, for selected areas. Alterations at the Historic Courthouse will need to be reviewed and approved by the Texas Historical Commission (THC). Acceptance of this Option signifies that the work will be designed, procured and implemented concurrent with the design for the Electronic Security Upgrade for the Hays County Government Center, described above. The primary scope and requirements for the design and construction contract administration are as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- 6. Hay County will furnish scaled hardcopy plan documents for HDR to prepare digital electronic backgrounds to show the work and a copy of the Historic Courthouse Masterplan filed with THC. No additional site visits to verify building background have been included. If additional verification is needed, we will first attempt to work with Hays County personnel to obtain this information so that additional site visits are not necessary by HDR.
- 7. Two (2) virtual teleconference meetings will be required with THC with electronic submittals of plans and details.

8. The schedule and deliverables for the work will be performed and provided in conjunction with the schedule milestones and durations for the main electronic security upgrade Scope.
9. The documentation for the scope of this proposal is proposed to be organized and delivered as a bid alternate to the main project for the purpose of documenting separate costs.
10. Additional work for Task 2 and Task 3 related to this scope is included in the fee below. This includes electrical engineering, which is needed for Option A.

FEE FOR OPTION A

The total lump-sum fee for the above scope, including expenses for listed travel, is **\$44,125**. We have assumed that all deliverables can be transmitted electronically and no printing outside of minor in-house needs to do our work have been included.

DISCLAIMERS/ASSUMPTIONS

- Exact schedule is dependent upon ability to coordinate with entities outside of the design team as well as the Contractor's construction schedule.
- We assume we can use existing power locations and there will be no modifications to doors and frames.
- Note that this proposal's rate will remain in effect for 60 calendar days. If a contract is not executed for this proposal within that timeframe, we retain the right to revisit the proposal.
- The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

HDR appreciates the opportunity to propose this revised scope and certainly looks forward to working with Hays County again. If you have any questions, please do not hesitate to contact either John Niesen or Halden Tally.

Sincerely,
HDR Architecture, Inc.



Chad Anderson
Authorized Representative, Managing Principal

cc: Halden Tally, John Niesen

HDR Architecture, Inc.
2021 Hourly Rates

PERSONNEL TITLE	2021
Subject Matter Expert	\$340.00
Managing Principal	\$282.00
Principal	\$272.00
Project Manager	\$210.00
Sr. Project Manager	\$275.00
Sr. Design Principal	\$323.00
Sr. Project Designer	\$256.00
Project Designer	\$215.00
Jr. Project Designer	\$133.00
Sr. Project Architect	\$215.00
Project Architect	\$154.00
Office BIM Manager	\$190.00
Sr. Project Coordinator	\$179.00
Project Coordinator	\$95.00
Sr. Architecture Planner	\$282.00
Sr. Interiors Designer	\$144.00
Interiors Designer	\$92.00
Sustainable Designer	\$192.00
Sr. Structural Project Engineer	\$256.00
Structural Project Engineer	\$169.00
Structural Drafter	\$117.00
Sr. Plumbing Designer	\$256.00
Sr. Mechanical Project Engineer	\$256.00
Mechanical Project Engineer	\$179.00
Mechanical EIT	\$117.00
Mechanical Project Coordinator	\$180.00
Mechanical Drafter	\$144.00
Sr. Electrical Engineer	\$272.00
Electrical EIT	\$138.00
Sr. Electrical Drafter	\$164.00
Security Designer	\$251.00
Electronic Security Specialist	\$143.00
Physical Security Specialist	\$210.00
Sr. Landscape Project Architect	\$272.00
Landscape Project Coordinator	\$103.00
Sr. Construction Contract Administrator	\$225.00
Construction Contract Administrator	\$185.00
Sr. Graphic Designer	\$138.00
Sr. Fire Protection Engineer	\$179.00
Equipment Planner	\$174.00
Steno Clerical	\$113.00
Sr. Administrative	\$133.00

* Rates are subject to an annual increase at the start of each calendar year

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666

and the Architect:
(Name, legal status, address and other information)

HDR Architecture, Inc.
8750 N. Central Expressway, Suite 100
Dallas, TX 75231

for the following Project:
(Name, location and detailed description)

Hays County Government Center Security Upgrade
712 S. Stagecoach Trail
San Marcos, TX 78666

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
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8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Low voltage electronic security design

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services two (2) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include

information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

~~\$139,975~~ **\$184,100** cwa
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

included in Stipulated Sum

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

hourly based on current year's rate schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

NA

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Task 0 (Row deleted)	twenty	percent (20	%)
Task 1 Phase	forty-five	percent (45	%)
Task 2	five	percent (5	%)
Task 3	thirty		30	
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

see attached rate schedule

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ \$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

ten % 10

Init.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)
- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

2021 Hourly Rate Schedule
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
HDR PROPOSAL DATED OCTOBER 22, 2021. cwa

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Chad W. Anderson, Authorized Representative,
Managing Principal

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:44:24 ET on 07/01/2021.

PAGE 1

AGREEMENT made as of the day of in the year 2021

...

Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666

...

HDR Architecture, Inc.
8750 N. Central Expressway, Suite 100
Dallas, TX 75231

...

Hays County Government Center Security Upgrade
712 S. Stagecoach Trail
San Marcos, TX 78666
PAGE 6

Low voltage electronic security design

...

§ 4.2.2 The Architect has included in Basic Services two (2) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 9

☒ Litigation in a court of competent jurisdiction

PAGE 11

0

...

PAGE 12 0

\$139,975

...

included in Stipulated Sum

...

hourly based on current year's rate schedule

...

NA

...

<u>Design Phase Task 0</u>	<u>twenty</u>	percent (<u>20</u>	%)
<u>Construction Documents</u>	<u>percent</u>	(%)
<u>Phase</u>				
<u>Construction Task 1 Phase</u>	<u>forty-five</u>	percent (<u>45</u>	%)
<u>Task 2</u>	<u>five</u>	percent (<u>5</u>	%)
<u>Task 3</u>	<u>thirty</u>		<u>30</u>	

PAGE 13

see attached rate schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

An initial payment of zero (\$ \$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

ten % 10

PAGE 14

2021 Hourly Rate Schedule

...

Chad W. Anderson, Authorized Representative,
Managing Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:44:24 ET on 07/01/2021 under Order No. 5177113942 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

HAYS COUNTY JUDGE

(Title)

(Dated)

11-2-2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve commercial advertising at the Philanthropic Concert event, proposed to be held on the Courthouse Grounds on or about November 20, 2021 by Delta Sigma Pi fraternity, for sponsors of the event, which is a benefit for the Hays County Food Bank.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Article I, Section E.12 of the Hays County Property Use Policy dictates that commercial advertising associated with events held on the Historic Courthouse grounds is only allowed if approved by the Hays County Commissioners Court. The "commercial advertising" at the above-referenced event would be for sponsors whose donations will benefit the Hays County Food Bank.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFP-2022-P01, related to proposed acquisition or use of County-owned property at Clovis Barker Road and Civic Center Loop, in Precinct 1. Authorize advertising.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	November 9, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

See attached.



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:

RFP 2022-P01 Hays County Property –
Clovis Barker Road and Civic Center Loop

Date Issued: November 10, 2021

SOLICITATION

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

2:00 p.m. local time December 10, 2021.

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

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be
received in writing no later than 5:00
on November 22, 2021.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Entity Name:
Mailing Address:

Respondent's Authorized Representative

Name:
Title:
Email Address:
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent:

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award
notice may be made
on this form or by
other Authorized
official written notice.**

Hays County Judge

Date

Hays County Clerk

Date

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I. RFP Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ____ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ____ 2. Vendor Reference Form

Required Forms by Hays County:

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

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

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy or
- ____ 2. One original of the statement of qualifications and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

- 1. Type of Solicitation:** Request for Proposal (RFP)
- 2. Solicitation Number:** RFP 2022-P01
Hays County Property – Clovis Barker Road and Civic Center Loop
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
Friday December 10, 2021; 2:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** To Be Negotiated/Determined
- 7. Optional Contract Terms:** none
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than Monday, November 15, 2021; 5:00 p.m. CT. Telephone inquiries will be directed to submit the inquiry in writing. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESD websites.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.
- 11. Contact with County Staff:** Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a

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

Anticipated Schedule of Events

November 10, 2021	Issuance of RFP
November 22, 2021	Deadline for Submission of Questions (5:00 PM CT)
December 10, 2021	Deadline for Submission of Proposals (2:00 PM CT) Late proposals will not be accepted.
January 2022	Anticipated contract award date – contract negotiation begins

III. Specifications

A. Introduction

Hays County (County) request competitive proposals from qualified and experienced firms, individuals, or teams regarding proposed uses of the Hays County Civic Center property located at 1249 Civic Center Loop, San Marcos, TX 78666. This RFP seeks proposals for outright purchase, public-private partnership arrangements, long-term rental, or any other economically viable and actionable real estate disposition proposals that will enable Hays County to make the most of the developmental potentials of this property.

B. Background

The Hays County Civic Center was built on the property in the 1970s and served in a variety of functions for Hays County, i.e., 4H, concerts, chili cook-offs, etc. Hays County closed the Civic Center in 2013 and demolished and removed it in 2016. Two other buildings, now demolished and removed, previously stood on the Southeast corner of the property and housed the Hays County Environmental Health Department, the AgriLife Extension Office, and Emergency Management. Pavement and slabs associated with those previous structures remain on the property. The property currently serves as a sub-station for the Hays County Transportation Department. The main property (see survey map attached as **Exhibit A**) consists of 59.31 acres. There is also an additional contiguous County-owned parcel that lies in Cottonwood Creek that could be used for regional detention of stormwater flow and is a total of 8.021 acres (see attached **Exhibit B**). The total property being offered for consideration in this RFP, therefore, consists of approximately 67.331 acres.

C. Other Considerations

Leah Avenue. The City of San Marcos has included in its Transportation Plan a connection of Leah Avenue (sometimes called Leah Lane), which will bisect the Property, intersecting with existing Leah Lane improvements across Clovis Barker Road, on the south, and across Cottonwood Parkway on the north (and on the other side of Cottonwood Creek). The exact alignment of Leah Avenue on the Property is negotiable with the City, as long as the alignment intersects directly with existing intersection of Leah Avenue and as long as the road meets City of San Marcos specifications. Development of the property will trigger a requirement to construct a portion of Leah Avenue, in compliance with City of San Marcos development regulations.

Civic Center Loop. The existing loop road on the Property is not a public roadway, except that the southeastern leg of Civic Center Loop is used by neighboring businesses and would need to remain dedicated as a public access roadway, alley or drive.

Flood Plain. The existence of Cottonwood Creek along two sides of the Property will require development of the Property to address flood plain areas (see attached **Exhibit C**) that encroach upon the property. The County believes that the 8.021 acre parcel referenced above could be utilized as part of a comprehensive design that addresses flood plain areas and maximizes developable area of the Property.

Zoning. The Property is currently zoned as Heavy Industrial. Proposals, if other than outright purchase of the Property, do not necessarily have to be compatible with that zoning category. However, the viability of alternative uses may be dependent on an agreement to rezone by the City of San Marcos.

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

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

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

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

D. Proposal Requirements

All proposals, even outright purchase offers, shall demonstrate the proposed use of the Property and the proposer's experience in performing a project of this scale and complexity. In order for the County representatives to accurately evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications" proposals shall include:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Business Profile**
- **Experience:** List of at least the last three (3) projects the firm has completed including the name of the project, client contact, owner's total initial budget, total project cost, date of bid, scheduled completion date and actual completion date
- **Proposed Use**
- **Economic and Community Impact**
- **Project Team:** A description of the proposer's organizational structure, resumes, understanding of the project issues and approach to the project including technical and management factors that will lead to successful development of the Property. Competitive advantages or special capabilities of project teams should be highlighted in this section as well as the intended methods to ensure:
 - a. Project design performance and product reliability
 - b. Cost effectiveness
 - c. Ability to meet budgets and schedules
 - d. Effective project management
 - e. Quality control
- **Qualifications: (brief summary of)**
 - a. Recent projects.
 - b. Projects you have experience in that are similar to the project described in this solicitation.

- c. Projects that show experience or ability to engage in value engineering to complete a project within budget.
- **Financial Capability/Capitalization to Perform Proposed Project:** submitter will present written confirmation of its financing sources for the implementation of the proposed plans.
- **References:** Contact information for at least three references
- **Appendix**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The proposal must include an organizational chart containing the names, telephone numbers, and e-mail addresses for the team. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

E. Evaluation Criteria

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

- | | |
|--|------------------|
| 1. Proposed Use, Project, Timeline | 40 points |
| 2. Team's Qualifications, Experience and Capabilities | 30 points |
| 3. Economic and Community Benefits to Hays County | 30 points |

Interview (optional) 20 points Max.

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

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

F. Submittal Requirements

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

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures

- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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

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

G. Award of Contract

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

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

- Total price
- Proposer’s qualifications & competency
- Special needs and requirements of Hays County
- Proposer’s past performance record with Hays County, if any
- Hays County’s evaluation of proposer’s ability
- Proposer’s references

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

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

The period for acceptance or refusal of the proposal will be ninety (90) calendar days.

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

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

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

H. Limitations

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

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

Contractor or Individual's Obligation Regarding Evaluation

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

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

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

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;

5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

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

I. Warranty of Performance

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

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

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

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents, or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit, or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which

reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

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

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.

- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

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

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

Automobile Liability:		
	Bodily Injury (Each person)	\$ 250,000.00
	Bodily Injury (Each accident)	\$ 500,000.00
	Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):		
	Each Occurrence Limit	\$1,000,000.00
	General Aggregate	\$5,000,000.00
	Products-Completed Operations Aggregate	\$1,000,000.00
	Personal & Advertising Injury Limit	\$1,000,000.00
	Property Damage Limit	\$ 100,000.00
Employers, Liability		
	Bodily Injury by Accident (Each Accident)	\$1,000,000.00
	Bodily Injury by Disease (Policy Limit)	\$1,000,000.00
	Bodily Injury by Disease (Each Employee)	\$1,000,000.00
Excess Liability:		
	Umbrella Form	Not Required
Labor Liability:		
	Worker's Compensation	Meeting Statutory Requirements
Medical Malpractice:		
	Minimum amount of coverage (each Occurrence)	\$1,000,000.00
	Aggregate	\$5,000,000.00

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

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

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

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Proposer/Respondent's Affirmation

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

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

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

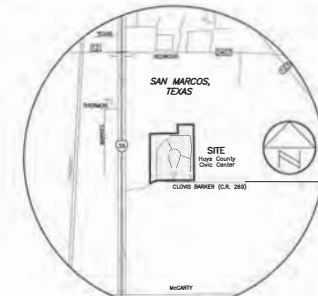
EXHIBIT A

Survey Map-Main Property

59.31 acres

BEING ALL OF A 3.76 ACRE TRACT CONVEYED TO HAYS COUNTY IN A GENERAL WARRANTY DEED EXECUTED JULY 18, 2013 AND RECORDED IN VOLUME 4696, PAGE 542 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

(S45°31'16"E 21.09') S45°47'13"E 652.76'
(S44°32'20"E 652.60')



HAYS COUNTY, TEXAS
15.00 ACRES
(268/227)

DOES NOT MAKE A
MATHEMATICALLY
CLOSED FIGURE

15 ACRES
DESCRIBED
BETTER IN
(9914288)

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH PLASTIC "BYRN SURVEY" CAP FOUND
- 1/2" REBAR WITH ALUMINUM CAP FOUND DISTURBED
- 1/2" REBAR WITH ALUMINUM "PRO TECH ENG" CAP FOUND
- 1/2" REBAR WITH PLASTIC "BAKER AICKLEN" CAP FOUND
- 1/2" REBAR WITH PLASTIC "CHAPARRAL" CAP SET
- 1" IRON PIPE FOUND
- ⊗ 10" CEDAR PEG POST FOUND
- ▲ NAIL FOUND IN 4" CEDAR PEG POST
- ▲ CALCULATED POINT UNDER WATER
- CONTROL POINT LOCATION
- () RECORD INFORMATION

THIS IS A SURFACE DRAWING.

BEARING: BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAMPAHARRA, TEXAS (POINT 7668)

1/2" REBAR WITH RED "CHAMPAHARRA RANDOM CAP SET

SURFACE COORDINATES:
N 13058442.61
E 23030779.98

TEXAS STATE PLANE COORDINATES:
N 1305112.0
E 2300050.98

COMBINED SCALE FACTOR = 0.99987016898
(FOR SURFACE TO GRID CONVERSION)

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

SCALE ABOUT 0.0
THEATL NO. 03/04/5

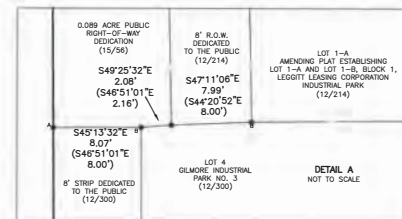
LOT 27-A
MUNICIPAL AIRPORT
SUBDIVISION
(7/268)

HAYS COUNTY LIVESTOCK
YOUTH EXPOSITION, INC.
PORTION OF 40.59 ACRES
(9914288)

DOES NOT MAKE A MATHEMATICALLY
CLOSED FIGURE

55.59 ACRES
LESS AND EXCEPT 15 ACRES
(9914288)

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD (RECORD CHORD)
C1	501.80'	33°22'39"	292.32'	N62°06'27"W	288.21' (N60°51'W 287.4')



ATTACHMENTS: Metes and bounds description

This survey was made substantially in accordance with the standards and conditions set forth for a Category 1B, Condition II, Standard Land Survey, based on the Manual of Practice for Land Surveying in Texas, 2006 Revised Eleventh Edition, prepared by the Texas Society of Professional Surveyors.

Joe Bledsoe, Jr.
Registered Professional Land Surveyor
State of Texas No. 6016



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

PROJECT NO.:
692-001

DRAWING NO.:
692-001-BASE

PLOT DATE:
10/29/14

PLOT SCALE:
1" = 100'

DRAWN BY:
JBE

SHEET
01 OF 01

EXHIBIT B

Additional County-owned parcel

8.021 Acres

COTTONWOOD CROSSING PHASE TWO SECTION 2 FINAL PLAT

LOT 1-A BLOCK A
9.776 ACRES
RESUBDIVISION OF LOT 1, BLOCK A
COTTONWOOD CROSSING

BOOK 10 PAGES 367-368

LOT 1-B BLOCK A
14.228 ACRES

$\Delta = 92^\circ 48' 43''$
R = 15.00'
T = 15.75'
L = 24.29'
C = 21.72'
CB = N88°51'39"E

$\Delta = 92^\circ 48' 50''$
R = 15.00'
T = 15.76'
L = 24.30'
C = 21.73'
CB = N88°52'41"E

COTTONWOOD CROSSING PHASE TWO SECTION 1
LOT 1 BLOCK B
DOC. NO. 6007807
BOOK 13 PGS. 92-93
7.740 ACRES

61 JOINT VENTURE
1495 PG. 205

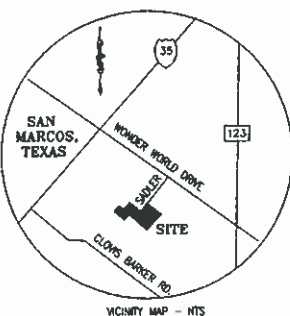
J. M. VERAMENDI LEAGUE
SURVEY NO. 1, ABS. 17

LOT 2 BLOCK B
7.368 ACRES

LOT 1 BLOCK C
8.021 ACRES

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN

FLEX TECH HOSE
VOL. 1145 PG. 65



DATE: NOVEMBER 12, 2007

OWNER:

SLC 61 JOINT VENTURE
1911 CORPORATE DRIVE, #103
SAN MARCOS, TEXAS 78666
PHONE: (512) 392-3322
FAX: (512) 878-1900

ENGINEER AND SURVEYOR:

CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
PHONE: (512) 280-5160
PHONE: (512) 280-5165

ACREAGE: 18.945 ACRES

SURVEYS: J. M. VERAMENDI LEAGUE SURVEY NO. 1, ABSTRACT 17

NO. OF COMMERCIAL LOT: 2

NO. OF BLOCKS: 2

F.E.M.A. MAP NO. 48209C 0477F
HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- () RECORD INFORMATION

NOTE:
A 10' P.U.E. IS HEREBY DEDICATED
ADJACENT TO ALL RIGHT-OF-WAY
WITHIN THIS SUBDIVISION UNLESS
OTHERWISE NOTED.

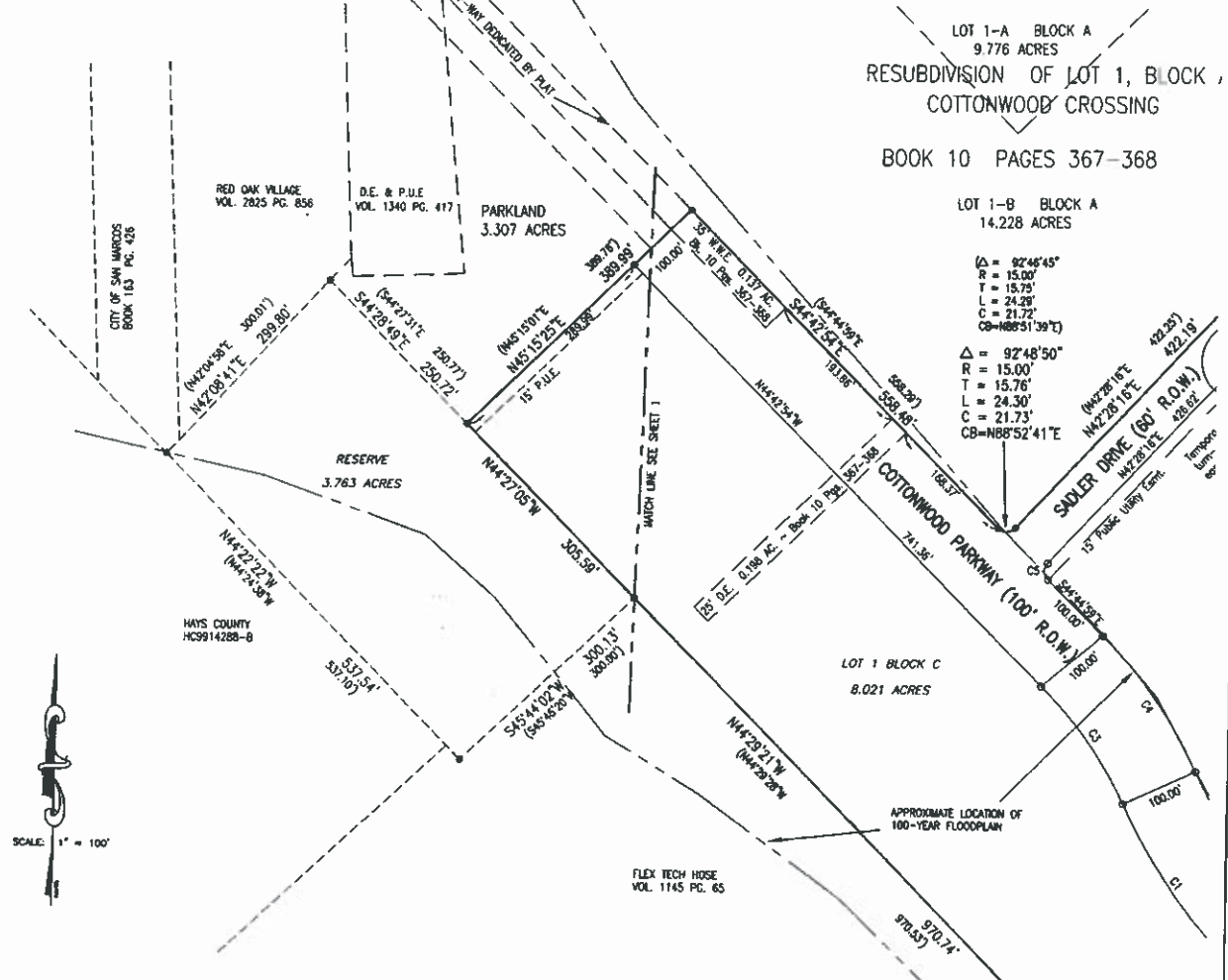
COTTONWOOD CROSSING PHASE TWO SECTION 2
SHEET 1 OF 3

Carlson, Brigrance & Doering, Inc.
Civil Engineering • Surveying
5501 West William Cannon Drive • Austin, Texas 78749
PH: (512) 280-5160 • FAX: (512) 280-5165
PATH-J:\AC2004\PL\4247\DWG\PLAT.DWG

COTTONWOOD CROSSING PHASE TWO SECTION 2 FINAL PLAT

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- CONCRETE MONUMENT SET
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ! LOT NUMBER
- Ⓐ BLOCK NUMBER



NOTE:
A 10' P.U.E. IS HEREBY DEDICATED ADJACENT TO ALL RIGHT-OF-WAY WITHIN THIS SUBDIVISION UNLESS OTHERWISE NOTED.

NOTES:

1. SIDEWALKS ARE REQUIRED AND WILL BE CONSTRUCTED TO CITY OF SAN MARCOS STANDARDS AT THE TIME OF PUBLIC INFRASTRUCTURE IMPROVEMENTS CONSTRUCTION.
2. DETENTION AND WATER QUALITY ARE REQUIRED FOR THIS TRACT. DETENTION MAY BE WAIVED IF IT CAN BE DEMONSTRATED THAT DEVELOPMENT OF THIS TRACT WAS INCLUDED IN THE SIZING OF THE PREVIOUSLY CONSTRUCTED DRAINAGE FACILITIES.

COTTONWOOD CROSSING PHASE TWO SECTION 2
SHEET 2 OF 3

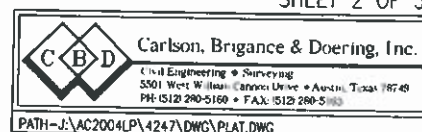
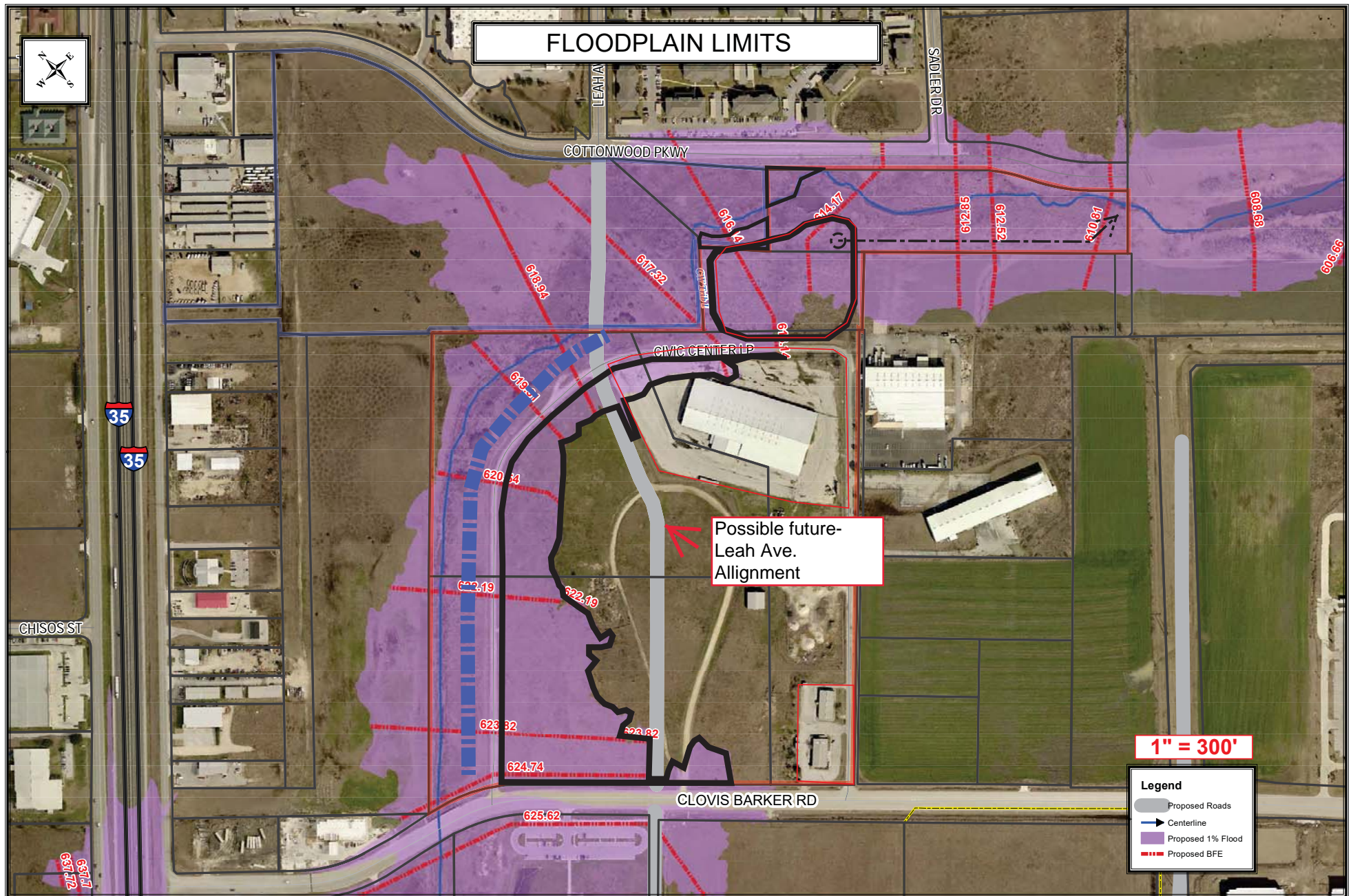


EXHIBIT C

Flood Plain Areas



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 call for a public hearing on November 23, 2021 to reduce the current speed limit of 35 MPH to 30 MPH on Crosswinds Parkway in Crosswinds subdivision from Windy Hill Road to Nautical Loop, per a recent traffic study.

ITEM TYPE

ACTION-ROADS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

As a result of a recent traffic study, it is recommended that a reduction in the current speed limit from 35 MPH to 30 MPH is necessary to control vehicle traffic on Crosswinds Parkway in Crosswinds subdivision for the safety of local residents.

Crosswinds Parkway

Change 35 MPH speed limit signs with 30 MPH signs.

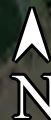
Legend

Existing 35 MPH sign - swap with 30 MPH

New 30 MPH sign location.

Google Earth

© 2021 Google



1000 ft



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to call for a public hearing on November 23, 2021 to establish a 3-way stop location on Campo Del Sol Parkway at the intersection of Satsuma Drive in Sunfield subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 9, 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

As a result of a recent traffic study, it is recommended that a 3-way stop location is necessary to control vehicle traffic at the intersection of Campo Del Sol Parkway and Satsuma Drive for the safety of local residents, and in lieu of possible speed bump installations. New stop signs would only be installed on Campo Del Sol Parkway, as there is currently a stop sign on Satsuma Drive.

Untitled Map

Write a description for your map.

Legend

Campo Del Sol Parkway

New



Existing



Satsuma Drive



New

Campo Del Sol Parkway

Google Earth

© 2021 Google



200 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of Change Order No. 3 with LJA Engineering, Inc. related to the Cotton Gin Road project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	November 9, 2021	\$0

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	JONES	N/A

SUMMARY

LJA Engineering was procured through a formal solicitation in December 2019 for right of way acquisition services on the Cotton Gin Project. The attached change order is needed to extend the contract to allow for adequate time to acquire Phase 2 funded by the Transportation Department. Additionally, a reallocation of funds is needed to reflect the appropriate milestones under Phase I which is funded through a CGDB Grant through the General Land Office.

Attachment: LJA Change Order No. 3

October 25, 2021

SUPPLEMENTAL PROPOSAL

Mark Jones
Hays County
County Commissioner Precinct 2
5458 FM 2770
Kyle, TX 78640
Sent via email: mark.jones@co.hays.tx.us
cc: jennifer.scott@hays.tx.us; cc: vickie.dorsett@hays.co.hays.tx.us

Re: Supplemental Proposal for Cotton Gin Road
LJA Proposal No.: 19-03789 CO3

Dear Commissioner Jones:

LJA Engineering, Inc. (LJA) is pleased to submit this supplemental proposal to provide services for the above referenced project.

This Proposal is made pursuant to the terms and conditions of the Professional Services Agreement (PSA) entered into on December 10, 2019 by and between LJA Engineering, Inc. (LJA) and Hays County (Client).

It has become necessary to amend this proposal by including/amending the following:

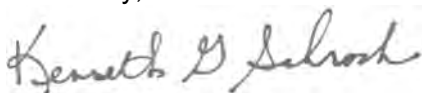
- I. Item 4 – Duration
- II. Exhibit B is amended by adding Exhibit B-1 – Fee Schedule

COMPENSATION

Our compensation for these professional services will be amended by adding \$27,000 on the Appraisals, adding \$8,400 for Initial Appraisal Review, reducing residential relocation by \$28,000, reducing Milestone Acquisitions by \$73,800 and adding a contingency fund of \$66,400 for performing requested additional work. **The Total Proposed Fee will remain \$758,500.00.**

LJA appreciates the opportunity and look forward to working with you again. If you have any questions regarding this proposal, please do not hesitate to contact me at 512-439-4738.

Sincerely,



Kenneth G. Schrock, PE
Senior Vice President

Accepted By:
Hays County, Texas

By: _____

Title: _____

Date: _____

Attachments

Exhibit B-1 Fee Schedule

Milestone Acquisition for 56 Parcels

Per Parcel Fee of: \$8,200 Estimate

Payable Upon the Following Schedule on a Per Parcel Basis:

Milestone 1: Mailed Notice for Right of Entry or Mailing of Intro. Letter with *LBOR	20%	\$1,640
Milestone 2: Initial Acquisition Offer Mailed	30%	\$2,460
Milestone 3: Signed Purchase Agreement Obtained or Final Offer Mailed	30%	\$2,460
Milestone 4: Closing or Submission of Eminent Domain Request	20%	\$1,640

Total for Right of Way Acquisition Services (56 Parcels x \$8,200/parcel): \$459,200

Residential Relocations for 1 Parcel

Per Parcel Fee of: \$7,000 Estimate, Each to be Billed on a Time and Material Basis

Note: Time and Material Not to Exceed the Relocation Total of \$7,000.

Total for Residential Relocations: \$7,000

Contingency for Additional Requested Work

\$66,400

TOTAL LABOR COST: \$532,600

Direct Expenses

Mileage	\$5,000
Lien Release Fees	\$5,000
Miscellaneous: postage, shipping, recording fees, courier, etc.	\$3,500
Total Direct Expenses:	\$13,500

Subcontractors

Initial Appraisals: 36 Parcels @ \$4,500 Each	\$162,000
Initial Appraisal Reviews: 36 Parcels @ \$1,400 Each	\$50,400

Total for Subcontractors: \$212,400

Total Proposed Fee: \$758,500

Assumptions

No Legal Description and Plat changes.

No other necessary contractors not included in the above scope and fee schedule (i.e. septic engineer).

Should the number of residential relocations exceed 1 parcel, estimated above, this will be subject to a request for supplemental funding.

Labor for work performed on residential relocations will be invoiced according to LJA's standard rate table below.

* Texas Landowner Bill of Rights (LBOR)

LJA Standard Rate Table	
Project Manager	\$185/hour
Asst. Project Manager	\$160/hour
Senior ROW Agent	\$145/hour
ROW Agent	\$125/hour
GIS	\$115/hour
ROW Tech	\$90/hour
Admin	\$70/hour



Hays County Transportation Department Change Order Request Form

Date: 10-25-2021 Contract Performance Date: 12-10-2019

Project Name: Cotton Gin Road – Right of Way Coordination Services

Contract number: 19-03789

Contractor/Consultant: LJA Engineering, Inc.

Change Order Number: 03

Change in Scope Necessitating Change-Order:

LJA Engineering is requesting the contract's expiration date of December 10, 2021 be
extended for 546 days to June 30, 2023. This extension is to ensure right of way acquisition will
be completed for Phase 2 of the project. While the contract amount remains the same at
\$758,500, scope is changing causing a reallocation of funds. This reallocation of funds includes
the creation of a contingency fund from the excess parcels eliminated through design changes,
including all but one residential relocation parcel. The contingency fund will allow for billing of
milestones completed a second time as necessitated by the project and additional work
performed at the request of the County to complete each phase. Both of these items performed
for Phase 1 are itemized in attached supporting documentation. Appraisals and appraisal reviews
will be ordered on all remaining parcels allowing for an extra capacity of six parcels.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 796,000.00

Net Amount of Previously Authorized Change Order: \$ (\$37,500.00)

Net Amount for this requested change order: \$ -0-

Total Contract Amount with all change orders: \$ 758,500.00

Original Contract Performance Length: 365 Days

Net previous schedule change orders: 365 Days

Net Schedule adjustment requested this change order: 546 Days

Total performance days with change orders: 1276 Days

Contractor: LJA Engineering, Inc. Sign: *Kenneth D. Schrock* Date: October 25, 2021

Hays County: _____ Sign: _____ Date: _____

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1798-PC; Call for a Public Hearing on November 23, 2021 to discuss possible action regarding the Hurlbut Ranch West, Lot 17A, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Hurlbut Ranch West is a recorded subdivision located off McGregor Ln in Precinct 4.

The proposed replat will establish two (2) lots: 17-A1 and 17-A2 across 75.46 acres of land. Water utility will be achieved by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

100 50 0 100 200
GRAPHIC SCALE IN FEET

State of Texas §
County of Hays §

KNOW ALL MEN BY THESE PRESENTS: That we, Milton Douglas Reed, owner of 45.46 acres. 7500 McGregor Lane, Dripping Springs Texas, being the remainder Lot 17-A of Amending Plat Tract 17, Hurlbut Ranch West, a subdivision of record in Volume 18, Pages 272-274, Plat Records, Hays County, Texas and Rance Wilemon and Antonia Wilemon, 881 Hazy Hills Loop, Dripping Springs Texas 78620, owners of 30.00 acres being a portion of Tract 17-A, Amending Plat, Tract 17, Hurlbut Ranch West, a subdivision of record in Volume 18, Pages 272-274, Plat Records, Hays County, Texas, and being all the property described in Warranty Deed with Vendor's Lien recorded in Document Number 20060674 Official Public Records, Hays County, Texas DO HEREBY SUBDIVIDE 75.46 acres, Establishing 2 Lots, in accordance with the map or plat shown hereon to be known as:

"Replat of Lot 17-A, Hurlbut Ranch West"

subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public use of the streets and easements shown hereon.

Witness my hand this the _____ day of _____, 2021 A.D.

Milton Douglas Reed

State of Texas §
County of Hays §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Milton Douglas Reed, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2021 A.D.

Notary public in and for Hays County, Texas

Witness my hand this the _____ day of _____, 2021 A.D.

Rance Wilemon

State of Texas §
County of Hays §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Rance Wilemon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2021 A.D.

Notary public in and for Hays County, Texas

Witness my hand this the _____ day of _____, 2021 A.D.

Antonia Wilemon

State of Texas §
County of Hays §

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Antonia Wilemon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the _____ day of _____, 2021 A.D.

Notary public in and for Hays County, Texas

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS OF HAYS COUNTY, TEXAS. ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

EDWARDS AQUIFER NOTE

No portion of this subdivision lies within the boundaries of any municipalities corporate city limits or extra territorial jurisdiction.
EDWARDS AQUIFER NOTE
No portion of this subdivision lies within the Edwards Aquifer Recharge Zone, the Edwards Aquifer Transition Zone or the Edwards Aquifer Contributing Zone.

PLAT INFORMATION

Total Area: 75.46 Acres
Total Number Lots: 2
Number of Residential Lots: 2
Number of Commercial Lots: 0

Number of Lots Over 10 Acres: 2
Number of Lots 5 - 10 Acres: 0
Number of Lots 2 - 5 Acres: 0
Number of Lots 1 - 2 Acres: 0
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION

Water: Individual water wells
Sewer: Individual on-site sewage facilities
Electricity: Pedernales Electric Cooperative, Inc.
Telephone: Verizon

SCHOOL DISTRICT

This subdivision lies within the boundary of the Dripping Springs Independent School District.

EMERGENCY SERVICES

Hays County, Emergency Services Districts 1 & 6

GROUNDWATER CONSERVATION DISTRICT

This subdivision lies within the boundary of the Hays-Trinity Groundwater Conservation District, District 1.

FLOODPLAIN NOTES

A portion of the subdivision lies within Zone A, defined as Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood (100-year floodplain) as delineated on the Federal Emergency Management Agency (F.E.M.A.) Flood Insurance Rate Map (F.I.R.M.) Community No. 480321, Map No. 48209C0025F, Map Revised September 2, 2005.

The 100-year Floodplain indicated on Sheet 2 determined by the Hays County USACE (US Army Corps of Engineers) 2013 Master Drainage Study and shall be contained within the dedicated drainage easement indicated thereon.

UTILITY EASEMENT NOTE

There shall be a twenty (20) foot wide utility easement reserved along all roadway property lines and a ten (10) foot wide utility easement reserved along all other property lines.

DRIVEWAY PERMIT NOTE

"In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and, (B) the driveway satisfies the minimum spacing requirement set forth in Chapter 721 of the Hays County Development Regulations."

CULVERT NOTE

All culverts, when required, shall comply with the current Hays County Standard, per Hays County Development Regulations, Chapter 705, Subchapter 8.03"

MAILBOX NOTE

"All Mailboxes located in the right-of-way shall be of an approved TxDOT or FHWA approved design, per Hays County Development Regulations, Chapter 721, Subchapter 2.01."

FUTURE RIGHT OF WAY NOTE

Area(s) marked as "Reserved for Future Right of Way" are No-Building Zones. Construction of any structure, building, retaining wall, fence, or other obstruction within the area is prohibited.

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning groundwater availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Marcus Pacheco
Director
Hays County Development Services

Eric Van Gaasbeek, R.S., CFM
Hays County Floodplain Administrator

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

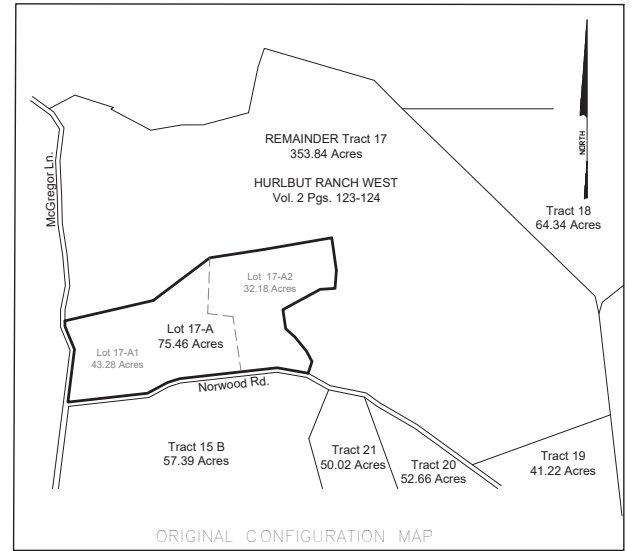
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

CHRISTOPHER JURICA, DATE _____

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 6344 - STATE OF TEXAS

WCR LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
(512) 618-7672 RPLS6344@GMAIL.COM
TBPE&LS FIRM #10194135

WCR
LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
512-618-7672 RPLS6344@GMAIL.COM
TBPE&LS FIRM #10194135



WATER AVAILABILITY NOTE

Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cárdenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.

Ruben Becerra
County Judge, Hays County, Texas

Elaine H. Cárdenas
County Clerk, Hays County, Texas

STATE OF TEXAS §
COUNTY OF HAYS §

I, Elaine H. Cárdenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20____, at _____ o'clock _____ m., in the plat records of Hays County, Texas, in Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20____.

Elaine H. Cárdenas
County Clerk, Hays County, Texas

SHEET 3 OF 3

ALDERSON GROUP, INC. P.O. Box 155 16746 Fitzhugh Rd., Ste. 103 Dripping Springs, Texas 78620 (512) 364-0989 TEXAS REGISTERED ENGINEERING FIRM F-11890	REPLAT OF LOT 17-A, Hurlbut Ranch West HAYS COUNTY, TEXAS
Rev: 7/28/2021 Dr. By: BR	Date: Jan. 15, 2021 Job #: 1351-11 DWG #: 1351-11 Plat

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 Myers Concrete Construction to lay a concrete dumpster pad, repair a concrete wall, and demo an existing wall located at the Hays County Recycling and Solid Waste Facility in Wimberley in the amount of \$18,330 and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

\$18,330

LINE ITEM NUMBER

001-695-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

T. CRUMLEY

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

One of the dumpster pads located at our Wimberley Recycling and Solid Waste Facility is severely damaged from years of heavy roll-off containers being moved on and off it, and it needs to be replaced. There is also a concrete wall with safety railing that is damaged and needs to be repaired. Lastly, there is another concrete wall that we would like to have removed, and by doing so it will improve the flow of operations on the yard. Myers Concrete Construction has submitted a proposal to complete this work under IFB 2021-B05. Funding for this project has been identified in the Building Maintenance FY22 Operating Budget.

Attachment:

Myers Concrete Construction Proposal

Budget Amendment:

Decrease 001-695-00.5451 (\$18,330)

Increase 001-695-00.5741 \$18,330



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Hays County
Attn: Chris Deichmann
512-393-7659

November 2, 2021

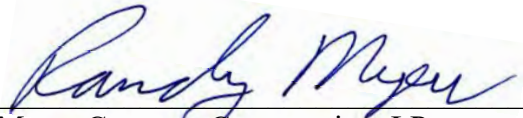
Project Name: Hays County Transfer Station

CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:

- | | |
|--|--------------------|
| A. Dumpster Pad & Wall Repair | \$11,530.00 |
| a. 30' x 20' Concrete Pad (5" Thick) | |
| b. #3 rebar on 16" centers | |
| c. Repair 30' x 7" (avg.) retaining wall | |
| B. Wall Demo 3'x16' | \$6,800.00 |

2. Exclusions: Bonds, Permits, De-Watering, Testing, Rock Excavation, Demo, All grades +/- 1/10th of a foot by others, Embeds provided by others, and Utilities Not Clearly Marked
3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
4. Contract must be signed and returned prior to any commencement of work
5. 3% Surcharge will be assessed if paying with a credit card
6. Draws paid weekly on percentage of work completed per item, once approved by owner, and payment in full upon completion.
7. **Total Price for ALL Work Listed Above** **\$18,330.00**


Myers Concrete Construction, LP
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County

10/25/2021
Date

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt a resolution to cast Hays County's 1,469 votes for Jenifer O'Kane, candidate for the Hays Central Appraisal District Board of Directors.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 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

Jenifer O'Kane was nominated on October 19, 2019. Please see the attached memo and ballot from HCAD and a resolution casting Hays County's votes for a two (2) year term for Jenifer O'Kane.

Hays Central Appraisal District



512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

MEMORANDUM

To: Voting Jurisdictions
From: Laura Raven, Chief Appraiser
Date: October 22, 2021

Subject: Election of Board of Directors

Enclosed please find the official ballot and the number of votes to select **seven members (7)** to the Hays Central Appraisal District Board of Directors.

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser before December 15, 2021.

The unit may cast all its votes for one candidate or may distribute its votes among any number of candidates.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes for someone not listed on the official ballot.

DEADLINE for submission of ballot: Before December 15, 2021

Hays Central Appraisal District



512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640

OFFICIAL BALLOT TO SELECT SEVEN (7)
DIRECTORS TO THE HAYS CAD BOARD
2022 - 2023 TERM

NOMINEES

NUMBER OF VOTES CAST

Jane Hughson

Jayna Love

Jenifer O'Kane

Joe Castillo

Leonard Olson

Meredith Schawe

Will Conley

Taxing Unit:

Resolution Date:

Presiding Officer Signature

HAYS CENTRAL APPRAISAL DISTRICT
CALCULATION OF VOTES
2022-2023 BOARD ELECTION

CODE	JURISDICTION	2020 TAX LEVY	VOTE PERCENTAGE	NUMBER OF VOTES
				7000
1	AUSTIN COMMUNITY COLLEGE DIST	\$10,139,017.24	0.0191	134
2	CITY OF AUSTIN	\$861,941.33	0.0016	11
3	(CITY OF) VILLAGE OF BEAR CREEK	\$67,322.22	0.0001	1
4	CITY OF BUDA	\$6,828,529.18	0.0129	90
5	CITY OF DRIPPING SPRINGS	\$1,616,237.81	0.0030	21
6	CITY OF HAYS	\$17,616.34	0.0000	0
7	CITY OF KYLE	\$19,291,724.16	0.0364	255
8	CITY OF MOUNTAIN CITY	\$92,692.25	0.0002	1
9	CITY OF NIEDERWALD	\$59,793.31	0.0001	1
10	CITY OF SAN MARCOS	\$37,129,241.44	0.0700	490
11	CITY OF UHLAND	\$99,800.62	0.0002	1
12	CITY OF WOODCREEK	\$553,414.73	0.0010	7
13	HAYS COUNTY	\$111,324,810.94	0.2098	1,469
14	SPECIAL ROAD	***	0.0000	0
15	BLANCO ISD	\$768,942.69	0.0014	10
16	COMAL ISD	\$520,755.39	0.0010	7
17	DRIPPING SPRINGS ISD	\$87,476,243.02	0.1649	1,154
18	HAYS CISD	\$139,056,242.71	0.2621	1,835
19	JOHNSON CITY ISD	\$1,161,918.33	0.0022	15
20	SAN MARCOS CISD	\$79,870,820.03	0.1505	1,054
21	WIMBERLEY ISD	\$33,645,744.77	0.0634	444
		\$530,582,808.51	1.0000	7,000
	Report created 08/16/2021			
	Levy after 2020 Supplement #12			
***	Levy included with Hays County	\$ 7,599,687.25		
	Laura Raven, Chief Appraiser			
	Hays Central Appraisal District			



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 renaming of a private driveway in Precinct 4, from Gorman Springs Rd to Oso Creek Rd.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

The owner(s) of property located off RR1826 in Precinct 4, would like to rename their private driveway to Oso Creek Rd. The property owner has signed the request and the proposed name was verified with the Hays County GIS department.

PROPOSED OSO CREEK RD



N MADRONE
TRL

RR 1826

BEAR CREEK DR

REUNION
BLVD

Hays

Travis

**PROPOSED RENAME:
Gorman Springs Rd
to
Oso Creek Rd**

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 canvass the statewide propositions for the November 2, 2021 General Election.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 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

BECERRA

CO-SPONSOR

N/A

SUMMARY

Section 67.003 of the Texas Election Code states that the commissioners court must canvass the returns for the November 2, 2021 Constitutional Amendment Election.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Agreement for Executive Recruitment Services for Combined Emergency Communications Director between Hays County and Strategic Government Resources, Inc (SGR).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shari Miller

SPONSOR

SHELL

CO-SPONSOR

INGALSBE

SUMMARY

On or about October 19, 2021, the Commissioners Court authorized the utilization of and the funding for SGR regarding the Combined Emergency Communications Director position. This will be for approval and execution of the agreement associated with this service.



**Agreement for Executive Recruitment Services
for Combined Emergency Communications Director
between**

Strategic Government Resources, Inc. ("SGR")
and
Hays County, Texas ("Organization")

Scope of Services:

SGR shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Development recruitment plan and timeline
- Production of a professional position profile brochure
- Advertising and marketing
- Communication with prospects and applicants
- Initial screening and review of applications
- Briefing with search committee to facilitate selection of semifinalists
- Written questionnaires, customized to the position, for up to twelve (12) semifinalists
- Recorded online interviews for up to twelve (12) semifinalists
- Stage 1 Media Searches on up to twelve (12) semifinalists
- Electronic delivery of semifinalist briefing books and online interviews
- Briefing with the search committee to facilitate selection of finalist candidates
- Assistance with development of advanced exercise for finalist candidates, if desired
- Comprehensive Stage 2 Media Reports for up to five (5) finalist candidates
- Comprehensive background investigation reports on up to five (5) finalist candidates
- Comprehensive Reference Checks for up to five (5) finalist candidates
- Electronic delivery of finalist briefing books
- Assistance with interview questions and interview schedule
- Assistance with stakeholder engagement, if desired
- Assistance with negotiating terms and conditions of employment, if desired
- Up to Two (2) in-person visits by the Recruiter to the Organization.
- Periodic updates regarding the progress of the search, as frequently as desired

The Organization agrees:

- To provide photos/graphics and information necessary to develop position profile brochure
- To respond to drafts of documents and reports in a timely manner; failure to do so may extend timelines and can negatively impact the outcome of the process

- To refer all prospective applicants to SGR and shall not accept applications independently during the recruitment process
- To provide reproduction of hard copy brochure, if desired
- To provide any direct mailings desired by the Organization
- To provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests
- To reimburse finalists for travel-related expenses to interview
- That Organization is ultimately responsible for candidate selections and that Organization will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- To comply with the Fair Credit Reporting Act (FCRA) with regard to any pre- or post-adverse action notices and requirements if the Organization decides not to hire a candidate as a result of their credit history report

SGR shall be compensated by the Organization as detailed below:

Not-to-Exceed Price = \$24,900

Not-to-exceed price includes:

- **Professional Service Fee - \$18,500**
- **Expenses** (will appear on invoices until not-to-exceed price is reached):
 - **Position Profile Brochure & Marketing - \$1,500**
 - Production of a professional position profile brochure
 - Custom-designed graphics for social media and email marketing
 - An announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
 - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
 - Featured job placement on SGR's website
 - Featured ad on SGR's job board
 - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
 - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **\$225 each**
 - **Comprehensive Media Reports** for up to five (5) finalists - **\$500 each**
 - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **\$400 each**
 - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **\$225 each**
 - **Up to Two (2) onsite visits** by the Recruiter to the Organization. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. **Travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Supplemental Services (not included in the not-to-exceed price above):

- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- There may be additional charges for changes made to the Position Profile Brochure after the brochure has been approved by the Organization and the position has been posted online.
- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for \$225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for \$400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for \$225 per candidate.
- There is a cost of \$175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Any additional in-person visits (over and above the two (2) in-person visits included in the not-to-exceed price above) by the Recruiter will be billed over and above the not-to-exceed price. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates will be reimbursed directly by the Organization for travel expenses.
- SGR will conduct a Stakeholder Survey for \$1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing:

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Organization Contact for Invoicing:

Name: _____

Position: _____

Email: _____

Phone: _____

Service Guarantee:

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

Expenses in the event of a repeat search shall include:

- Position Profile Brochure Edits, Custom Graphics, and SGR Marketing - \$750
- Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.
- There may be additional charges for changes made to the Position Profile Brochure after the brochure has been approved by the Organization and the position has been posted online.
- Online interviews - \$225 per candidate.
- Comprehensive media reports - \$500 per candidate.
- Background investigation reports - \$400 per candidate.
- Reference checks - \$225 per candidate.
- DiSC Management Profile - \$175 per candidate
- Should the organization request printing of semifinalist or finalist briefing materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Recruiter travel. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- Stakeholder Survey - \$1,000
- Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Terms and Conditions:

- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice to SGR, Attn: Melissa Valentine, PO Box 1642, Keller, TX 76244 or by email to MelissaValentine@GovernmentResource.com. In such an event, SGR will be compensated for all work satisfactorily completed up to and through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.
- **All travel will be dependent on COVID restrictions in place at the time and take into consideration and health and safety of team members of both Parties.**

Approved and Agreed to, this the _____ day of _____, 2021 by and between

Jeri J. Peters, President of Executive Recruitment
Strategic Government Resources

Hays County, Texas

Printed Name: _____

Title: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a Public Hearing related to the redistricting of justice of the peace (and constable) and commissioners precincts within Hays County, Texas. Possible action may follow, including actions to Adopt Orders for Redistricting Criteria and a Redistricting Plan.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Notice of the Public Hearing has also been published in a paper of general circulation within Hays County.

IN THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

AN ORDER ESTABLISHING CRITERIA FOR REDISTRICTING OF POLITICAL BOUNDARIES

On the _____ day of _____, 2021, the Commissioners Court of Hays County, met in regular/called session, and having posted notice of said hearing in compliance with Chapter 551 of the Texas Government Code, does hereby adopt the following criteria for use in the redistricting of all county political boundaries. Any plan for the redistricting of representative members of the Commissioners Court of the Hays County should, to the maximum extent possible, conform to the following criteria:

1. The plan should ensure that all applicable provisions of the U.S. and Texas Constitutions, the Voting Rights Act, the Texas Election Code are honored.
2. The plan should be drawn in such a manner that the maximum deviation from an ideal size, as determined by dividing the total population of the county divided by four (the number of single member districts that compose the Commissioners Court of Hays County, by not more than five (5%) percent for any single precinct, or a total top to bottom deviation (percentage of deviation below and above the ideal size) of not more than ten (10%) percent.
3. The plan should address minority representation, and if at all possible, in conformity with constitutional standards, avoid retrogression in the percentage of population and voting age demographics consistent with existing minority representation.
4. The plan should avoid fragmentation and preserve minority communities of interest to the maximum extent possible. These communities of interest should be recognized and remain intact where possible. Only when the overall minority population of the county is sufficiently large enough to require more than one minority district should minority populations be divided, and only then to the least degree possible.
5. The plan should not, however, attempt to unreasonably join geographically remote minority populations into a single precinct unless there are strong and genuine connections between these communities as reflected by common schools, churches, or cultural ties. For example, minority populations in two separate towns, located miles apart, may not have sufficient links or common political cohesion to justify joining these two minority population centers into a single electoral group. Particularly when dealing with distinct minority groups, such as Black and Hispanic populations, a general assumption that separate minority populations will vote in a “block” may, in fact, be unsupportable.
6. The plan should seek compact and contiguous political boundaries. Physical boundaries of cultural or economic significance, such as rivers, multi-laned control access highways or turnpikes, which tend to divide populations in fundamental ways, should be recognized and where possible, should only serve as necessary to achieve recognized objectives. To the maximum extent possible, clearly recognized boundaries, such as streets and highways,

should be used to facilitate ease of voter identification of boundaries, as well as election administration.

7. Where possible, well-recognized and long used election precinct boundaries should be retained (within the limitations imposed by state and federal law) or, if necessary, alterations should be as minimal as possible.
8. Election precincts in the plan should be sized in conformity with state law. For example, in counties that use traditional, hand counted paper ballots, no election precinct may contain more than 2000 voters. In counties with voting systems that allow for automated ballot counting, this number may be increased to as many as 5000 registered voters.
9. The plan should afford incumbent office holders with the assurance that they will continue to represent the majority of individuals who elected these incumbents, and all incumbents' residential locations should be retained in their reformed precincts to ensure continuity in leadership during the remaining term of incumbents to the extent possible.
10. The plan should address fundamental and necessary governmental functions, and to the extent possible, ensure that these functions are enhanced rather than impaired. For example, county road mileage should be balanced to the extent possible between the resulting commissioner's precincts. Election administration should not be unduly complex as result of election boundaries.
11. The plan should ensure that election voting precincts under that plan do not contain territory from more than one commissioner's precinct, justice precinct, congressional district, state representative district, state senatorial district and state Board of Education. Although no longer required, city election wards should be honored in virtually all circumstances, with city and rural county voters being kept in separate voting precincts, to the extent possible. Where they exist, other special election districts, such as water, hospital, or navigation districts, should be structured in a manner to provide. to the greatest extent possible, the harmonious administration of various election jurisdictions.
12. The plan should attempt to locate polling places in convenient, well-known locations that are accessible to disabled voters to the maximum extent possible. Public buildings should be utilized to the maximum extent possible as polling places. Where necessary, buildings routinely open to the public, such as churches, retail businesses, or private buildings dedicated to public activities, can be used as polling places.
13. If the reduction of polling places can be accomplished, without impinging upon voter convenience and minority voting rights, such reductions can be considered.
14. Citizen input should be encouraged, but in order to minimize cost and to have sufficient information to evaluate such proposals fairly, the County will only consider proposed plans submitted to the County for evaluation by individual citizens or groups if the proposed plan is submitted to the County in a commonly used GIS format, such as .SHP, .MAP, .KLM, .GPX, .MDB, along with maps and demographic data sufficient to address voting rights concerns.

The foregoing criteria are deemed to be illustrative, but not exclusive, examples of fundamentally important issues which should be considered in any redistricting plan. Therefore, the Commissioners Court expresses its intention to measure any plan submitted for consideration by this set of criteria, and to base any eventual exercise of discretion upon the foregoing criteria.

The criteria approved this date were considered in open Court, following posting not less than 72 hours before any action taken on the same. Upon motion by _____, second by _____, the Commissioners Court of Hays County hereby adopts the criteria set forth herein by a vote of ____ to ____.

Signed this ____ day of _____, 202__.

County Judge

Attest:

County Clerk

IN THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

ORDER ADOPTING REDISTRICTING PLAN FOR COMMISSIONERS COURT PRECINCTS

BE IT REMEMBERED, that on the _____ day of November 2021, it came to be considered the issue of periodic redistricting of county political boundaries. The Hays County Commissioners Court, hereby known as “The Court”, has, in due time, considered the legal issues and governmental duties imposed by state and federal law. In addition, The Court has previously entered in the minutes of this Court, criteria by which any redistricting plan would be considered, the prior Order establishing criteria being incorporated herein by reference.

The Court has commissioned and has received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the four commissioners court precincts, and the obligation to comply with “one-person-one-vote” balance as required by applicable state and federal law. This assessment has been filed in the minutes of this Court, and is incorporated by this reference as Exhibit 1, Initial Assessment. A finding, based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this court, by which reference this prior finding is incorporated into this Order of the Commissioners Court, Exhibit 2, Order Requiring Redistricting.

Further, the Court approves the attached map, Exhibit 3, for the Justice of the Peace precincts for Hays County, Texas.

After convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the County for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the four commissioners court precincts, and to protect the voting rights of all residents of Hays County, the Commissioners Court has elected to adopt the redistricting plan attached to this Order in map and data form, which is attached as Exhibit 4. At a later date, this Court will receive a more complete description of this plan, including a map depiction of all new political boundaries, polling places, election precinct boundaries, and any affect such changes in Commissioners Court precincts may have upon Justice of the Peace/Constable precincts. This supplemental order will be taken up and considered by the Court after public notice as required by law.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data attached to this Order are hereby APPROVED and ADOPTED by the Commissioners Court of Hays County, Texas. Upon final approval of the supplemental data to be provided at a later date, the Redistricting Plan, Proposal adopted by this Order shall be effective immediately for use in the 2022 Primary and for all subsequent elections until changed or modified by later Order of this Court.

Signed this _____ day of November 2021.

County Judge, Hays County

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

County Clerk, Ex Officio Clerk of the
Hays County Commissioners Court

RAC Map SM2

Current PVT (MA) Summary				
CC1	Pop	Reg	Age	P/W-U
11	26290	33899	15	11952 / 16219 / 9915
110	111	112	113	114
126	127	128	129	130
131	132	133	134	135
140	141	142	143	144
150	151	152	153	154
160	161	162	163	164
170	171	172	173	174
180	181	182	183	184
190	191	192	193	194
200	201	202	203	204
210	211	212	213	214
220	221	222	223	224
230	231	232	233	234
240	241	242	243	244
250	251	252	253	254
260	261	262	263	264
270	271	272	273	274
280	281	282	283	284
290	291	292	293	294
300	301	302	303	304
310	311	312	313	314
320	321	322	323	324
330	331	332	333	334
340	341	342	343	344
350	351	352	353	354
360	361	362	363	364
370	371	372	373	374
380	381	382	383	384
390	391	392	393	394
400	401	402	403	404
410	411	412	413	414
420	421	422	423	424
430	431	432	433	434
440	441	442	443	444
450	451	452	453	454
460	461	462	463	464
470	471	472	473	474
480	481	482	483	484
490	491	492	493	494
500	501	502	503	504
510	511	512	513	514
520	521	522	523	524
530	531	532	533	534
540	541	542	543	544
550	551	552	553	554
560	561	562	563	564
570	571	572	573	574
580	581	582	583	584
590	591	592	593	594
600	601	602	603	604
610	611	612	613	614
620	621	622	623	624
630	631	632	633	634
640	641	642	643	644
650	651	652	653	654
660	661	662	663	664
670	671	672	673	674
680	681	682	683	684
690	691	692	693	694
700	701	702	703	704
710	711	712	713	714
720	721	722	723	724
730	731	732	733	734
740	741	742	743	744
750	751	752	753	754
760	761	762	763	764
770	771	772	773	774
780	781	782	783	784
790	791	792	793	794
800	801	802	803	804
810	811	812	813	814
820	821	822	823	824
830	831	832	833	834
840	841	842	843	844
850	851	852	853	854
860	861	862	863	864
870	871	872	873	874
880	881	882	883	884
890	891	892	893	894
900	901	902	903	904
910	911	912	913	914
920	921	922	923	924
930	931	932	933	934
940	941	942	943	944
950	951	952	953	954
960	961	962	963	964
970	971	972	973	974
980	981	982	983	984
990	991	992	993	994
1000	1001	1002	1003	1004

Legend
 Prop: Proposed (2020 Census)
 RV: Registered Voters (10/2017)
 Age: Age and Sex (10/2017)
 T-10: 10 Years (10/2017)

RAC Map SM2

Commissioner Precinct

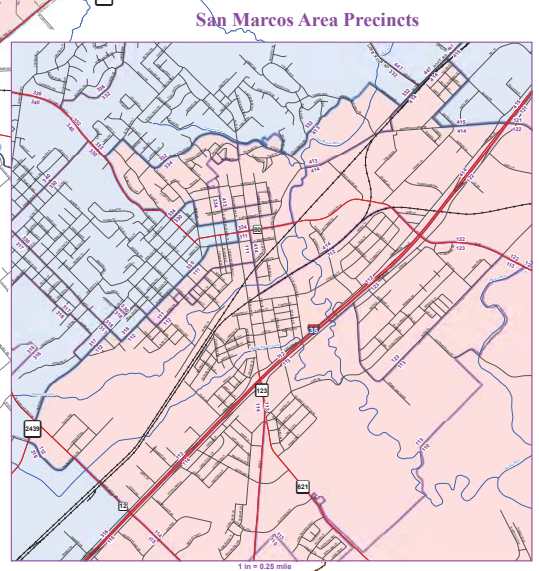
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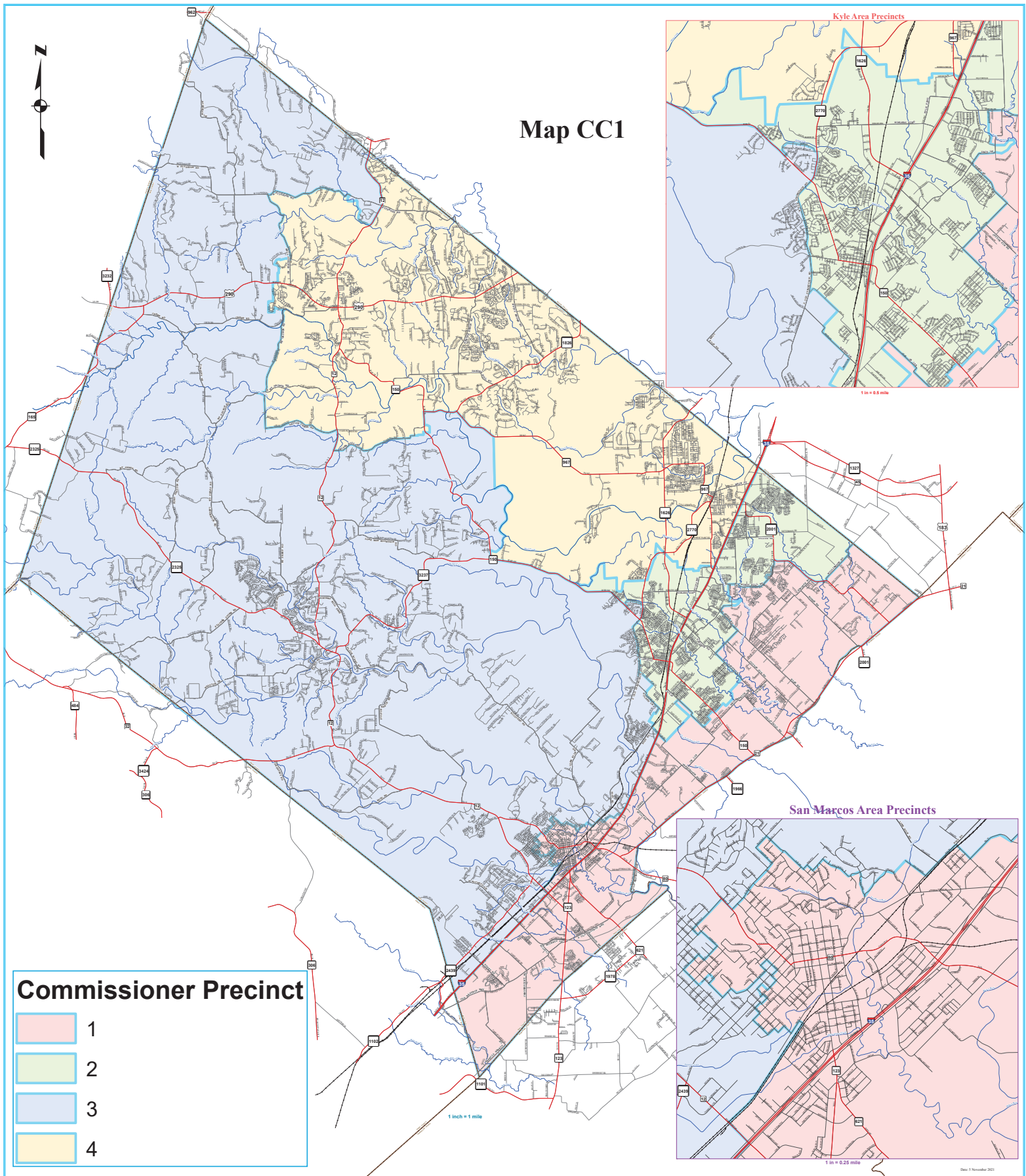
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3

4

Current Election Precincts

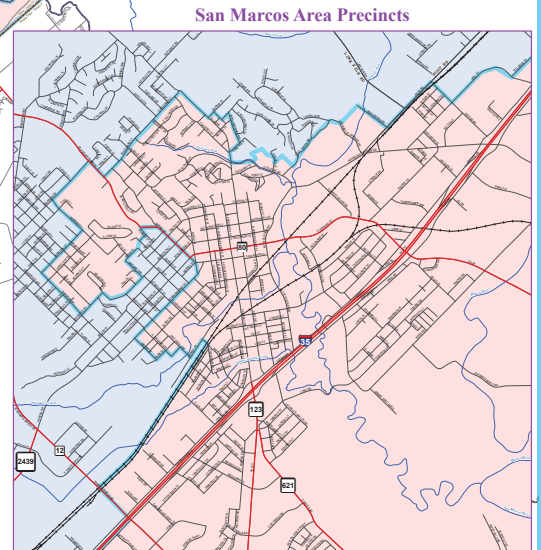
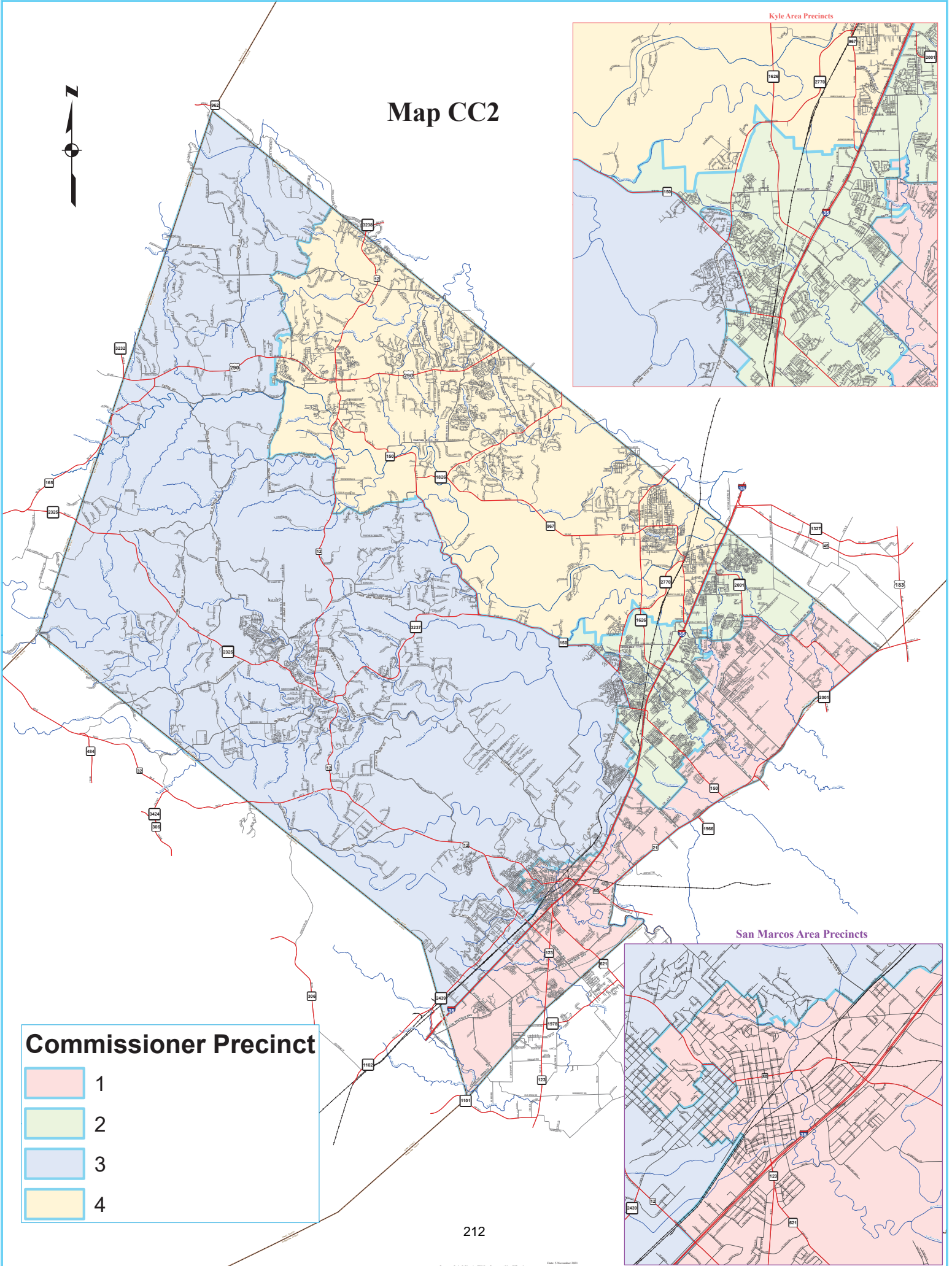
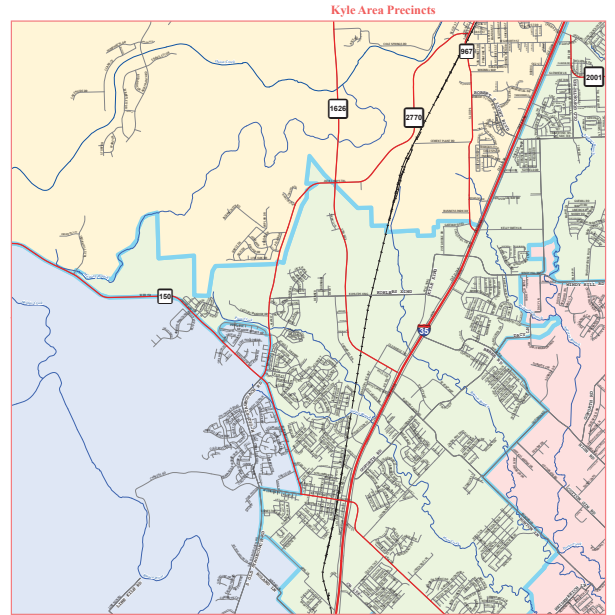




NAME	TotalPop	PopDevPct	WhitePct	MinorityPc	BlackPct	HispanicPc	PacificPct	AsianPct	NativePct	TotalVAP
Precinct 1	63269	4.98%	33.30%	66.70%	7.59%	50.44%	4.88%	7.86%	2.92%	50943
Precinct 2	63173	4.82%	41.81%	58.19%	6.58%	47.14%	0.23%	3.17%	3.11%	45828
Precinct 3	57381	-4.79%	69.25%	30.75%	3.84%	21.81%	0.22%	2.45%	3.04%	47173
Precinct 4	57244	-5.02%	72.53%	27.47%	2.29%	19.13%	0.15%	3.47%	2.57%	41579



Map CC2

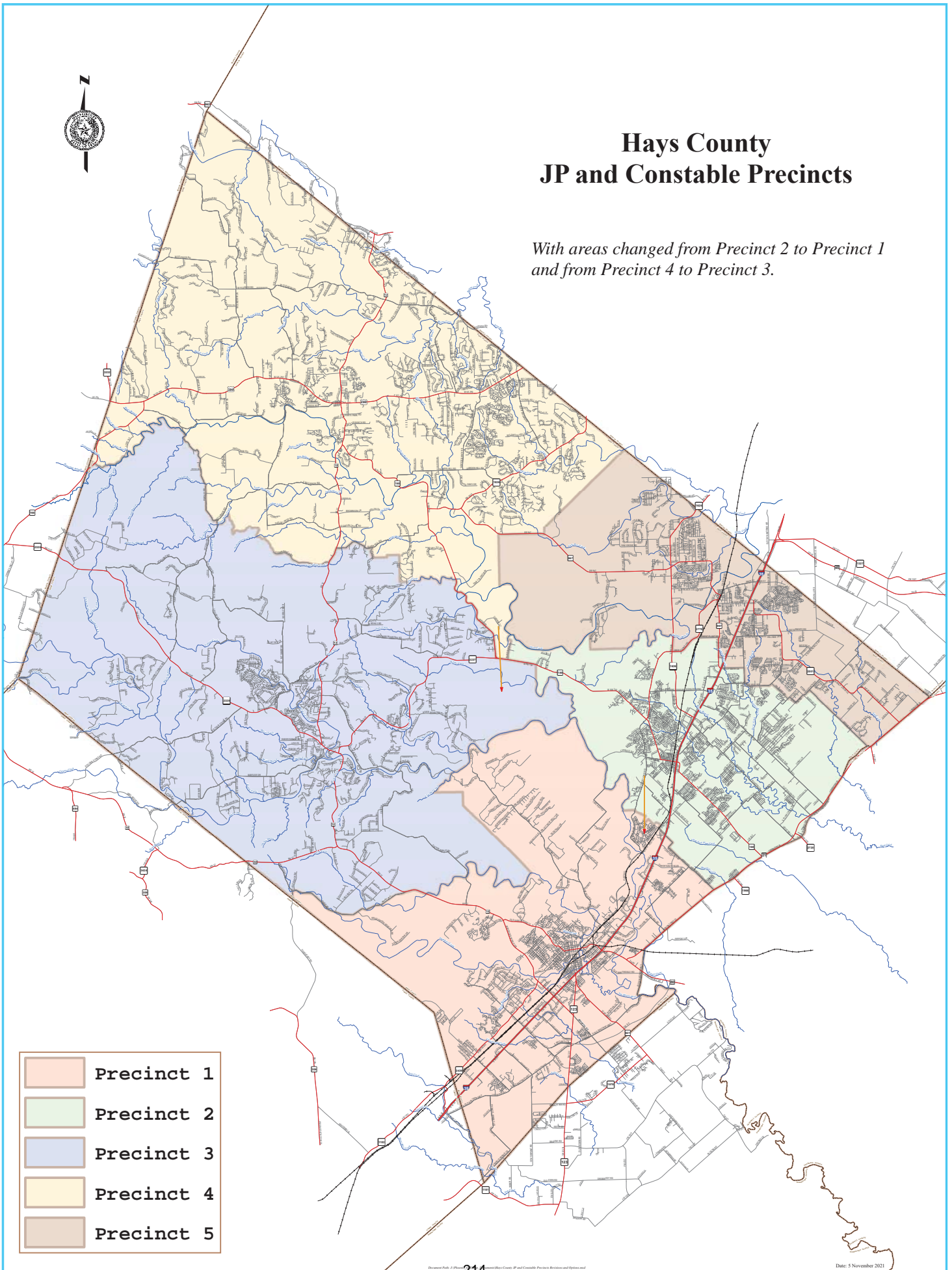


NAME	TotalPop	PopDevPct	WhitePct	MinorityPc	BlackPct	HispanicPc	PacificPct	AsianPct	NativePct	TotalVAP
Precinct 1	61489	2.03%	32.54%	67.46%	7.66%	51.07%	5.01%	7.92%	2.98%	49466
Precinct 2	61162	1.49%	41.13%	58.87%	6.74%	47.61%	0.24%	3.22%	3.12%	44370
Precinct 3	60145	-0.20%	68.51%	31.49%	3.89%	22.55%	0.22%	2.54%	2.96%	49268
Precinct 4	58271	-3.31%	72.73%	27.27%	2.26%	18.96%	0.16%	3.44%	2.58%	42419



Hays County JP and Constable Precincts

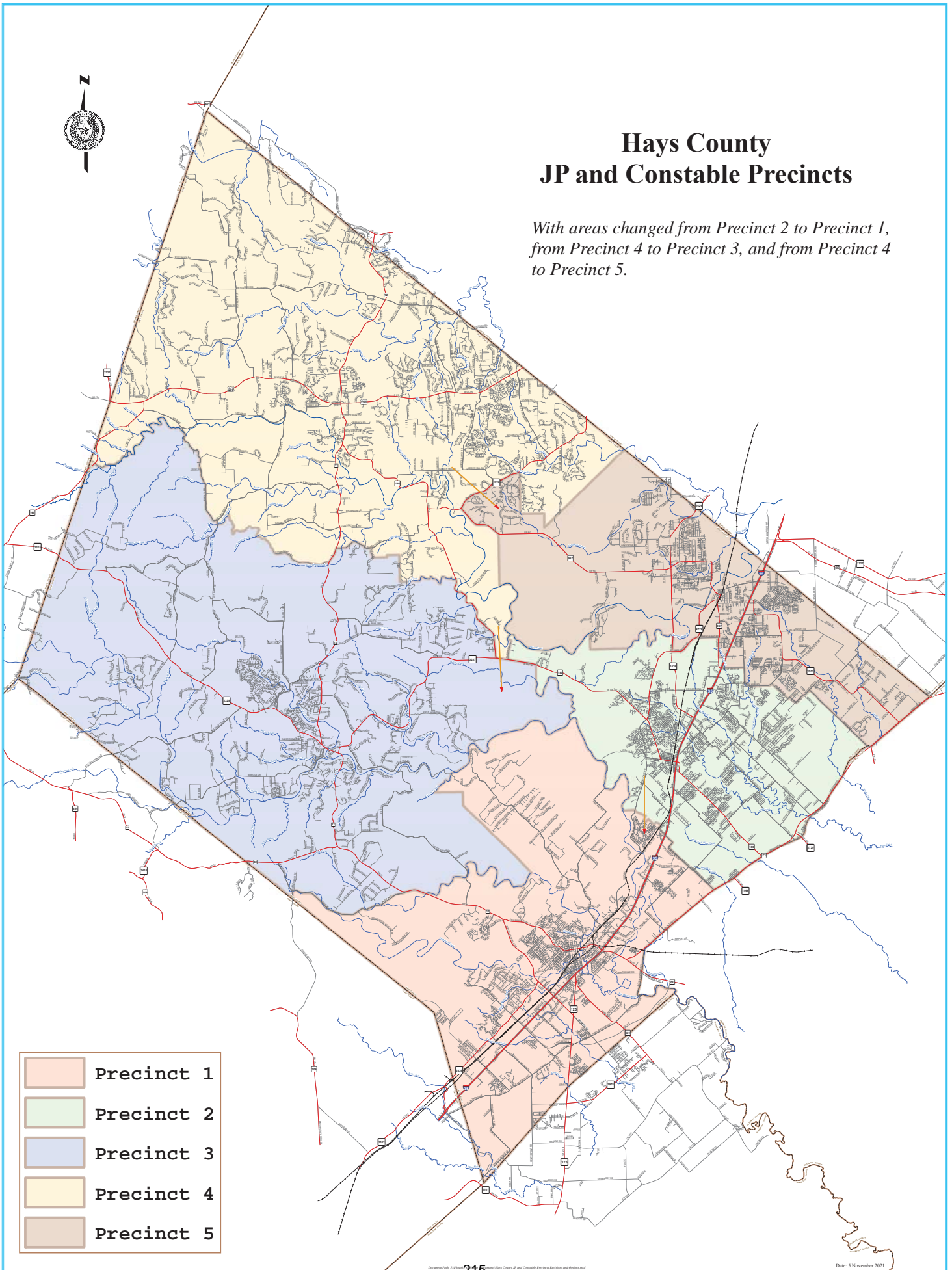
*With areas changed from Precinct 2 to Precinct 1
and from Precinct 4 to Precinct 3.*





Hays County JP and Constable Precincts

*With areas changed from Precinct 2 to Precinct 1,
from Precinct 4 to Precinct 3, and from Precinct 4
to Precinct 5.*



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Dark Monday, Project Deep Golden, Project Just Peachy, Project Phoenix and Project Wild Strawberry. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

M. Kennedy

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

November 9, 2021

AMOUNT REQUIRED

TBD

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Information to be provided in Executive Session.